

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/18/2019
REPORTS & RECOMMENDATIONS	Approval of Tentative Agreements between the City of Franklin and the Franklin Professional Firefighters, I.A.F.F. Local 2760 and Authorization to execute a Labor Agreement incorporating those Tentative Agreements	ITEM NUMBER 

On June 4, 2019, the Director of Administration, with the support of Fire Chief Remington, Dana Zahn, Human Resources Coordinator, and Paul Rynders, Battalion Chief, reached a tentative agreement on a successor labor agreement with the Franklin Professional Firefighters, I.A.F.F. Local 2760. The previous agreement expired at the end of 2018. On June 5, 2019, the union membership ratified the agreement. If approved by the Common Council, the Tentative Agreements will be incorporated into a successor labor agreement for execution. That tentative agreement and the expired labor agreement are attached.

The agreement primarily addresses future wage adjustments and does not have multiple, significant changes in contractual language. Both parties spent significant time discussing and considering a wide range of policy considerations. Both parties had one or more major initiatives proposed, but, ultimately, few major initiatives were mutually agreed upon. Compromise being what it is; agreeing to no movement - either way - is often the best mutual determination. As such, this agreement can fairly be characterized as treading water. The status quo is largely maintained.

Following are brief comments about the items in the Tentative Agreement.

1. Two -year term: A two year term is recommended so that it will not be long before we come back to the table and again try to make progress on more significant issues. Additionally, trends and economic conditions beginning in 2021 are too difficult to estimate at this time. As such, a two-year term was appropriate.
2. Wages: Discussed later on this council action sheet.
3. Replacing "Fair Share" language for "Dues Deduction" language. On June 27, 2018, the US Supreme Court issued its decision in Janus V. AFSCME. The Court held that public sector employees cannot be required to pay "fair share" union fees. This is the fee paid to the union by those employees who are not willing to join the Union. The proposed language appropriately addresses the required changes and places much of the responsibility upon the Union for proper documentation and ensures the City a refund of overpayments if their records are incorrect, and, importantly, holds the employer harmless against liability if the City follows the contract language and there is a problem.
4. Sub A) of health insurance essentially incorporates the Letter of Understanding with the Union that was executed in November of 2018. The primary purpose of the LOU was to allow union members to participate in the new PPO plan that was created for 2019, so that was incorporated into

this agreement. The second part of this item allows that PPO plan to continue to be used by retirees from the Union. Just as an employee can participate in the High Deductible Health Plan or the new PPO, a retiree would have similar access. As such, this benefit straddles the line between a health insurance benefit - where the City has preached union parity with other employees - and a retirement benefit. On December 4, 2018, the Common Council approved such a policy change for non-represented employees with access to retiree health insurance. Nearly the same wording is incorporated herein. The potential costs could be as much as \$1,500 per year for certain retirees, but it has added costs and modified benefit plan for the employee as well. Part of the wage settlement provided a beneficial offset by the union for this enhancement.

5. & 6. These are technical corrections of no significance.

Wage increases of 2% around 7/1/2019 and 2% around 1/1/2020 (beginning on the pay period closest to but starting after that date). The proposed wage adjustment exceeds the 1.55% budgeted for non-represented employees of the City of Franklin, but it is in-line with wages of comparable communities for Fire Departments. Greenfield, South Milwaukee, and West Allis provided 2% increases in January of 2019 for their fire union members. Oak Creek is providing two 1% increases (January and July) in 2019, while the South Shore's (includes Mt. Pleasant) split rate for 2019 uses 1.5% each time. North Shore and West Allis exceed a total lift of 2.5% apparently as a tradeoff for specific gains or in an effort to play some catch up.

Wages for 2020 have fewer comparable communities settled. Greenfield and South Milwaukee are at 2%, Oak Creek is at 2.25%, and Fond du Lac is at 2.5%. West Bend again has indicated playing some catch up and is at 3%. Although many more communities are yet to settle for 2020, the 2% incorporated into this Tentative Agreement should remain right in the middle of the range of other communities, even if some come in lower than 2%. Based on the above information, the overall wage package is reasonable and sufficient funding exists in the adopted budget.

The Fire Chief, Director of Administration, and Human Resources Coordinator recommend approval.

COUNCIL ACTION REQUESTED

Motion to approve the Tentative Agreements between the City of Franklin and the Franklin Professional Firefighters, I.A.F.F. Local 2760 and Authorization for the Mayor, Director of Clerk Services, Fire Chief, and Director of Administration to execute a labor agreement incorporating those Tentative Agreements.



**Tentative Agreements between the
City of Franklin
And the
Franklin Professional Firefighters, I.A.F.F. Local 2760
June 4, 2019**

The following are the tentative agreements between the above referenced parties for a successor labor agreement.

1. **Article XXIX - Duration of Agreement**

Amend language to reflect a new 2-year term covering 1-1-2019 through 12-31-2020.

2. **Appendix A – Wages**

Adjust wage rates to reflect the following changes: 2% increase on July 1, 2019 and 2% increase on January 1, 2020.

Wage increases would be effective on the start of the pay period closest to, but on or after, the date listed above.

3. **Article I – Recognition, Section 4. Fair Share Agreement**

Delete in its entirety the existing Article 1 Section 4 and replace with the following:

Section 4. Dues Deductions.

- (a) Employer agrees to deduct monthly dues in the amount certified by the Association from the pay of employees who individually sign a dues deduction authorization form supplied by the Association affirmatively consenting to the deduction of dues from the employee's paycheck.
- (b) It shall be the Association's responsibility to obtain dues authorization forms from new employees and provide them to Employer no less than 30 days prior to the date in which dues deductions are to commence.
- (c) Employer shall notify the Association of all new hires of the bargaining unit within 30 days of their start date.
- (d) Employer shall deduct the dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to Association in one lump sum not later than the end of each month.
- (e) Authorization of dues deduction by a voluntary member may be revoked upon notice in writing to Employer or the Association.
- (f) No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with the either the Association's constitution and by-laws. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.
- (g) It is expressly understood and agreed that the Association will refund to the employer or the employee involved any dues erroneously deducted by the employer and paid to the Association. The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits, order, judgments or any other forms of liability against Employer which may arise out of employer's compliance with this Article.

4. Article XIV – Hospital and Surgical Insurance

A) Amend Section 1. as indicated below.

Section 1. Employee Share of Monthly Health Insurance Premium (Premium Co-Pay). Employees may participate in the Health Insurance Plans offered by the City, in accordance with the eligibility criteria of the plan, and will pay a percentage of the applicable monthly health insurance premium as determined by the Common Council from time-to-time and as subsequently incorporated into the Employee Handbook, which rate shall be the same as generally applies to non-represented, non-supervisory employees ~~except the following maximums shall apply effective 1/1/16: Family (with HRA) \$250, Family (without HRA) \$298.10, Single (with HRA) \$122.50, and Single (without HRA) \$139.90. Furthermore the maximum rate caps for future years, including those beyond the term of this contract, will increase \$15/year for family plans and \$10/year for single plans from the prior year's cap (for example "With HRA" caps for 2017 will be \$265 and \$132.50, etc.)~~ except regarding the High Deductible Plan (which allows participation in a Health Savings Account) the "with HRA" rate shall not exceed 15% of the monthly premium and the "without HRA" rate shall not exceed 20% of the monthly premium.

B) Add the following as a second paragraph to Section 2. (a):

"For retirements occurring after 1/1/2019, the following parameter or clarification applies. Where it is referenced above that the City shall pay seventy-five percent (75%) of the retiree health insurance premium upon retirement from the City service, that amount may vary, as described further below, in the event the employee changes between plan types, including but not limited to single, family, high-deductible, or PPO plan types. If said retiree switches from a higher-premium plan type to a lesser-premium plan type, the City will continue to pay only 75% of the lesser-premium plan type that was in effect on the date of retirement; however, if a retiree elects a plan type with a lesser premium at or after retirement and subsequently switches back to a higher-premium plan type, the City will revert to paying 75% of the higher-premium plan type that was in effect on the date of retirement only if the added dependents were eligible for coverage on the date of retirement. Additionally, in the event a retiree selects or reverts to a plan type during an eligible continuation period, as provided for above, and that premium-type did not exist on the retiree's premium share calculation date (retirement date), the applicable retro-active premium-type rate shall be calculated based upon a percentage of the family plan using the then current year's premium rates."

5. Article VI Wages and Work Schedules

Amend paragraph 3 of Section 4, Overtime pay, by adding the following as the third to last sentence:

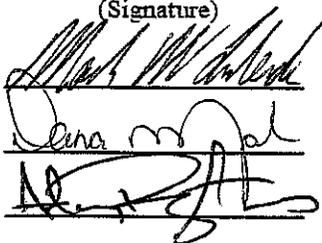
"["Accrued during that calendar year" includes C.T.O. hours transferred between employees if the receiving employee physically worked hours in that year comparable to the transferred amount of hours.]"

6. Article XIII Clothing Allowance

Correct or clarify "on May 1st and November 1st of each year" to "on the last payroll date of April and October of each year."

For the City:

(Signature)

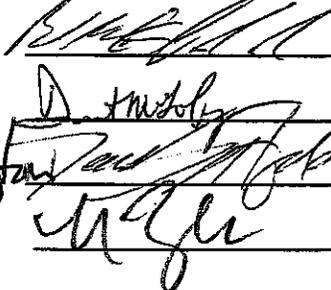


(Printed Name)

Mason W. Liburdy
Dana Zahn
Adam Remington

For the Union:

(Signature)



(Printed Name)

BRIAN K POLASKI JR
Dustin Lofy
Derek Hyde
W. K. Zunker



LABOR AGREEMENT

Between

THE CITY OF FRANKLIN

And

FRANKLIN PROFESSIONAL FIREFIGHTERS

I.A.F.F. Local 2760

2016-2018

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1 **CONTRACT**

2
3 **AGREEMENT BETWEEN THE CITY OF FRANKLIN**
4 **AND**
5 **THE FRANKLIN PROFESSIONAL FIRE FIGHTERS ASSOCIATION LOCAL 2760, I.A.F.F.**
6

7 **PREAMBLE**

8
9 This agreement is made and entered into at Franklin, Wisconsin, pursuant to the provisions of
10 Section 111.70 and Section 111.77 Wisconsin Statutes, by and between the City of Franklin
11 hereafter referred to as the "City" and the Franklin Professional Fire Fighters Association Local
12 2760 I.A.F.F., hereafter referred to as "Association".
13

14 WITNESSETH: That it is the intent and purpose of this Agreement to provide sound and
15 mutually beneficial working relationships between the parties, to provide an orderly and peaceful
16 means of resolving any misunderstandings or differences which may arise, and to set forth herein
17 the basic and full agreement between the parties concerning the rates of pay, wages, hours, and
18 other conditions of employment.
19

20 **ARTICLE I**
21 **Recognition**
22

23 Section 1. The City recognizes the Association, Local 2760 I.A.F.F., as the exclusive bargaining
24 agent for the regular, full-time sworn Public Safety employees of the Fire Department of the City
25 of Franklin, but specifically excluding supervisory/management employees and those employees
26 determined by the W.E.R.C. as not being in the bargaining unit.
27

28 Section 2. The Association shall be the exclusive representative of all employees in the bargaining
29 unit in all conferences, negotiations, and grievances.
30

31 Section 3. The Association affirms that it does not assert the right to strike against the City, to assist
32 or participate in any strike, or to impose an obligation upon its members to conduct, assist, or
33 participate in such a strike.
34

35 Section 4. Fair Share Agreement. The City shall deduct monthly Union dues or a lawful amount
36 for Non-Union members from the wages of all employees covered by this Agreement. The
37 Union shall submit in writing with Union Seal what the dues will be and such notification will be
38 signed by the Union officers. The City is not under an obligation to deduct and submit the
39 portion of any such amount as provided in the notice if it has a reasonable basis to believe such
40 deduction is unlawful or if its lawfulness cannot be substantiated, which action shall promptly be
41 noticed in writing to the Union upon its initiation.
42

43 The Union, as the exclusive representative of all the employees in the bargaining unit, will
44 represent all such employees, Union and Non-Union, fairly and equally, and all employees in the
45 unit will be required to pay, as provided in this Article, their proportionate share of the costs of
46 representation by the Union. No employee shall be required to join the Union but membership in
47 the Union shall be made available to all employees who apply consistent with the Union

1 Constitution and By-laws. No employee shall be denied Union membership because of race,
2 creed, color, or sex.

3
4 The employer agrees that it will deduct from the monthly earnings of all employees in the
5 collective bargaining unit, such amount being the monthly dues certified by the Union as the
6 current dues uniformly required of all members, and pay said amount to the treasurer of the
7 Union on or before the end of the month, following the month in which said deduction was
8 made.

9
10 Changes in the amount of dues to be deducted shall be certified by the Union thirty (30) days
11 before the effective date of the change.

12
13 As to new employees, such deduction shall be made from the employee's first biweekly
14 paycheck, following thirty (30) calendar days of employment.

15
16 The employer will provide the Union with a list of employees from whom such deductions are
17 made with each monthly remittance to the Union.

18
19 **ARTICLE II**
20 **Management Rights**

21
22 Section 1. The Association recognizes that, except as specifically limited, abridged or relinquished
23 by the terms and provisions of the Agreement, all rights to manage, direct or supervise the
24 operations of the employer and employees are vested solely in the employer. Such rights, in
25 general, include, but are not limited to, the following:

- 26
27 (a) To determine its general business practices and policies and to utilize personnel,
28 methods, and means as it deems needed.
- 29
30 (b) To manage and direct the employees of the employer, to make assignments of jobs, to
31 determine the size and composition of the work force and each employee, and to
32 determine the competence and qualifications of the employees.
- 33
34 (c) To determine the methods, means, and personnel by which and the location where the
35 operations of the employer are to be conducted.
- 36
37 (d) To take whatever action may be necessary in situations of emergency.
- 38
39 (e) To hire, promote and transfer and lay off employees and to make assignments and
40 promotions to supervisory positions.
- 41
42 (f) To suspend, demote, or discharge employees for just cause. (Disciplinary acts and
43 procedures shall be subject to and governed by Section 62.13 (5) of the Wisconsin
44 Statutes).
- 45
46 (g) To establish or alter the number of shifts, hours of work, work schedules, methods or
47 process.
- 48

1 (h) To assign and schedule overtime work when required.

2
3 (i) To create new positions or departments, to introduce new or improved operations or
4 work practices, to terminate or modify existing positions, departments, operations or
5 work practices, and to consolidate existing positions, departments or operations.
6

7 **ARTICLE III**
8 **Negotiations**
9

10 Section 1. Either party may select for itself a negotiator or negotiators for the purpose of carrying
11 on conferences and negotiations under the provisions of Section 111.70 and Section 111.77 of
12 the Wisconsin Statutes.
13

14 Section 2. The Association agrees to submit any proposals relating to changes in wages, hours and
15 conditions of employment to the City no later than September 15th, in the year the contract
16 terminates. The parties agree that any negotiations relating to such proposals shall be
17 commenced no later than September 30th, of said year, and that every effort shall be made to
18 conclude negotiations on those matters which must be included in the Municipal budget before
19 December 1st of said year. The dates set forth in this paragraph may be modified by the mutual
20 consent of the parties.
21

22 **ARTICLE IV**
23 **Association Activity**
24

25 Section 1. The Association agrees to conduct its business off the job as much as possible, but this
26 shall not prevent Association stewards or designated Association representatives from processing
27 grievances or engaging in routine business such as posting notices, etc., during regular working
28 hours, provided that such activities do not interfere with normal work operations and that such
29 stewards or representatives limit such activities to a reasonable time period after receiving
30 permission from their immediate supervisor outside the bargaining unit in advance of engaging
31 in such activities.
32

33 Section 2. Association stewards and designated Association representatives shall have the right to
34 post notices relating to legitimate Association business on bulletin board space supplied by the
35 City, provided that a copy of any such notice is given to the Chief prior to posting.
36

37 Section 3. One member of the Association's collective bargaining team may attend bargaining
38 sessions while on duty subject to call.
39

40 **ARTICLE V**
41 **Grievance Procedure**
42

43 Section 1. A grievance is defined as an alleged violation of a specific provision of this Agreement
44 and Departmental Policies and Procedures, and shall be handled in accordance with the
45 following procedure. In the event a grievance is required to be put in writing, it shall state the
46 specific provision of the Agreement and/or Departmental Policies and Procedures alleged to have
47 been violated.
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Section 2. Step One.

- (a) If an employee has a grievance, he shall first present the grievance orally to his immediate supervisor, or the department head if such a department head is his immediate supervisor, either alone or accompanied with his Association's representatives. If no formal settlement is reached the grievance shall be reduced to writing and signed by the employee and his Association's representative and presented to the immediate supervisor within five (5) working days from the date the act or condition complained of occurred, or the employee or the Association with reasonable diligence could have known of the act or condition complained of.
- (b) The supervisor shall give his answer in writing within three (3) working days from the receipt of the written grievance.

Section 3. Step Two.

- (a) If no settlement is reached in Step One, the grievance shall be referred to the Fire Chief or his designee within five (5) days from the time the immediate supervisor was to have submitted his answer, unless such Fire Chief is the immediate supervisor, and the Fire Chief or his designee shall then hold a meeting with the employee and his Association representative within five (5) working days after referral to him to discuss the grievance. The Fire Chief or his designee shall give his written answer within three (3) working days of the meeting, which time may be extended by mutual agreement.
- (b) If the Fire Chief is the immediate supervisor, Step Two shall be by-passed and the employee may proceed to Step Three of the grievance procedure.

Section 4. Step Three.

- (a) If no settlement is reached in Step Two, then such grievance shall be submitted to the City Council's Personnel Committee, thru the HR Coordinator or the Director of Administration, within ten (10) days from the time the Fire Chief was to have submitted his answer. Said City Council's Personnel Committee shall hear such grievance within 30 days and render a decision within thirty (30) days after such grievance is heard, which time may be extended by mutual agreement. The City Council's Personnel Committee's decision shall be final unless a written request for arbitration is made by the Association within ten (10) calendar days of the receipt of the Committee's decision. The grievance will then be arbitrated by the Wisconsin Employment Relations Commission arbitrator, as provided for in Section 298.01 of the Wisconsin Statutes. The party requesting the arbitration shall file notice of appeal with the Wisconsin Employment Relations Commission.
- (b) The arbitrator so appointed shall hold a hearing at a time and place convenient to the parties. The arbitrator shall take such evidence as in his judgment is appropriate for the disposition of the dispute.

- 1
2 (c) Upon completion of this hearing, the arbitrator shall be requested to render a written
3 decision within thirty (30) calendar days after the conclusion of testimony and
4 argument to both the City and the aggrieved employee and/or Union which shall be
5 final and binding upon the parties. In making his decision, the arbitrator shall have
6 no authority to grant wage increases or wage decreases. The arbitrator shall expressly
7 confine himself to the precise issue(s) submitted for arbitration and shall have no
8 authority to determine any other issues not so submitted to him or to submit
9 observations or declarations of opinion which are not directly essential in reaching the
10 determination. In any arbitration award, no right of management shall in any manner
11 be taken away from the City, nor shall any such right be limited or modified in any
12 respect excepting only to the extent that this Agreement clearly and explicitly
13 expresses an intent and agreement to divest the City of such right.
14
15 (d) All expenses which may be involved in the arbitration proceedings shall be borne by
16 the parties equally; however, expenses relating to the calling of witnesses or the
17 obtaining of depositions or any other similar expenses associated with such
18 proceedings shall be borne by the party at whose request such witnesses or
19 depositions are required. Either party requesting a transcript of the hearing shall bear
20 the full cost of same.
21
22 (e) The term "working days" shall not include Saturdays, Sundays, or holidays.
23

24 **ARTICLE VI**
25 **Wages and Work Schedules**
26

27 Section 1. All provisions in this Contract which reference the position of Firefighter/Paramedic
28 shall refer only to Firefighter/Paramedics who have completed their initial paramedic training
29 program. Firefighter/Paramedics who have not yet completed their initial paramedic training
30 program shall be subject to all of the terms and conditions of employment for Firefighters as set
31 forth in the Agreement except rates of pay.
32

33 Section 2.
34

- 35 (a) The rates of pay for the various classifications of employees shall be as set forth in
36 Appendix A. The hourly wage rates shown in Appendix A, Wage Schedule, are for
37 payroll purposes only, monthly wage amounts are not subject to change.
38 Appointments of new hires shall normally be made at the established minimum
39 ("Step 1") rate of pay. The initial appointment of a new hire above the established
40 starting rate of pay may be made by the City if it decides to hire a new employee with
41 multiple years of experience. Any such appointment must be at an established annual
42 step level as shown in Appendix A. If hired at "Step 2", the employee would move to
43 "Step 3" after six calendar months, to "Step 4" after an additional 12 calendar months
44 (18 months total) and to each successive step after completing each successive 12
45 months. If the employee is hired at steps 3 through 5, the employee would move to
46 the next successive step after each completed calendar year, meaning there would be
47 no 6 month step during the first year of employment. The Chief shall have the
48 discretion (subject to the oversight of the Mayor as required by law) of offering

1 additional vacation also. This provision does not alter the probation requirements, the
2 seniority level of the new hire, or any other years of service related benefit.
3

4 (b) Employees meeting the standards approved by the Fire Chief and assigned to ladder
5 truck driver operations by the Fire Chief shall receive a pay incentive of an additional
6 1% adjustment to base pay. The Fire Chief shall have the management right to limit
7 the number of employees assigned to ladder truck driver operations and shall have the
8 management right to define the required training and certification. Ladder truck
9 operator shall not be considered a promotional position; however, the Chief shall
10 make such assignment as a ladder truck driver to the most senior Firefighter or a
11 Paramedic/Firefighter meeting the required training and certification, unless said
12 individual previously had such designation revoked. Designation, and continued
13 designation, as a ladder truck operator shall be at the discretion of the Fire Chief.
14 (Supervisor of Equipment shall not be eligible for this additional compensation.)
15

16 (c) The City will agree to pay Paramedic pay retroactive from the initial date of
17 Paramedic training until the results of the National exam are posted, provided,
18 however, the employee passes the exam. If the employee fails to pass the exam at
19 this first attempt, the employee will not continue to accrue any additional potential
20 amount of retroactive pay. Once the employee successfully passes the exam,
21 retroactive Paramedic pay will be awarded for the initial training period (in an
22 amount equal to the amount paid as if the employee had passed the initial exam). If
23 the employee never successfully passes the exam, retroactive pay will not be
24 awarded. Except for separation due to personal medical reasons, an employee who
25 leaves employment less than 3 years from the date of receipt of the retroactive
26 Paramedic pay will reimburse the City a pro-rated amount, and the City is, hereby,
27 authorized to deduct such reimbursement from any remaining checks or payouts.
28

29 (1) Except for separation due to personal medical reasons, an employee who leaves
30 employment less than 3 years after completing ACLS (Advanced Cardiac Life
31 Support) and PALS (Pediatric Advanced Life Support) instructor training will
32 reimburse the City a pro-rated amount of the cost of the training fees, and the
33 City is hereby, authorized to deduct such reimbursement from any remaining
34 checks or payouts.
35

36 (d) For members approved by the Fire Chief to attend an alternate paramedic school and
37 approved for not attending the Milwaukee County EMS paramedic program, where
38 the City has agreed to reimburse the member the tuition and the cost for required
39 books for the member to attend another institution, the member's duty days that
40 coincide with said paramedic training and travel time will be alternatively covered by
41 the City for the purpose of staffing and the member shall still receive their hourly pay
42 during their absence on such portion of those duty days. Despite requiring approval
43 to attend paramedic training at another institution and despite the City funding the
44 tuition through reimbursement, the member's participation is voluntary. The member
45 is not eligible for reimbursement for any class that the member does not pass. Once a
46 member begins attending such an alternate program, the City has generally committed
47 to two (2) successive semesters of participation and, as such, shall not unreasonably
48 withdraw approval for such continued, unbroken participation.
49

1 Section 3. Hours of Work.

2
3 (a) The work week for the Fire Marshal “(or other members on a traditional 40-hour
4 work week) will be forty (40) hours per week, Monday through Friday, with Saturday
5 and Sunday off. The work day will be from 8:00 a.m. to 4:00 p.m. “(or for a four (4)
6 day per week employee will be from 7:00 a.m. to 5:00 p.m.) with time provided for
7 lunch. Flex time may be granted subject to mutual agreement of the chief and
8 employee.
9

10 The Fire Marshal may occasionally be scheduled outside of his normal rotation to
11 meet the needs of the Department. Two (2) weeks notice of any change in starting
12 times will be given by the Employer.
13

14 (b) The normal work week for Firefighters, Firefighter/Paramedics, and Lieutenants shall
15 consist of an average of fifty-six (56) hours per week. The workday shall be a
16 twenty-four (24) hour period starting at 7:00 a.m. The work cycle shall be one (1)
17 workday on duty and one (1) workday off duty for six (6) consecutive workdays
18 followed by three (3) consecutive workdays off duty.
19

20 The duty day for Firefighters, Firefighter/Paramedics, and Lieutenants shall start at
21 7:00 a.m. and end at 4:00 p.m. with a one (1) hour lunch break, and 7:00 a.m. to
22 12:00 noon on Saturday and Sunday. On all Holidays listed in Article VII, excluding
23 the 3 Personal Days, chores will be limited to morning equipment checks,
24 housekeeping chores, and chores determined as necessary for department readiness
25 by the Officer in Charge.
26

27 The City shall pay overtime, scheduled days off and otherwise act in accordance with
28 the requirements of the Fair Labor Standards Act.
29

30 (c) The City shall provide a two week advanced notice to any firefighter,
31 firefighter/paramedic, or lieutenant for whom a shift change is required, except in the
32 case of a mandatory emergency call in, and such shift change is limited to an
33 expected minimum duration of 27 days in length, which duration may be justified by
34 multiple events or circumstances. Additionally, a member is only subject to one such
35 shift change occurrence per year, based upon the starting date of the shift change, and
36 that a single “occurrence” includes both the move off and the move back on to a shift
37 (with both such moves requiring the 14-day notice).
38

39 (d) The City will endeavor to provide the Union, by October 31st of each year, with a
40 listing of shift changes scheduled to occur at the start of the next calendar year. The
41 City acknowledges the organizational benefits of meeting such a deadline, and the
42 Union acknowledges that situations may occur that make it impractical or premature
43 to meet such deadline. This subsection shall not constrict or restrain in anyway the
44 City’s rights retained in (c) above.
45

46 (e) Flexible Schedule Employee: The normal work week requirement of Section 3 (b)
47 above does not apply to up to a total of three Firefighters and/or
48 Firefighter/Paramedics, who are lowest in seniority, except as further described
49 below. Such employees shall be considered a “Flexible Schedule Employee.” A

1 maximum of three union personnel may be assigned as a Flexible Schedule Employee
2 at any given time. An assignment as a Flexible Schedule Employee may not exceed a
3 term of three calendar years commencing with the January 1st following the date of
4 hire. A Flexible Schedule Employee assignment may not be given to personnel
5 initially hired unless at least 39 individuals covered by the terms of this collective
6 bargaining agreement (excluding the Fire Marshall), including those on a leave of
7 absence, are in a position to which Section 3 (b) above applies. In the event a
8 departmental vacancy occurs among the 39 positions to which Section 3 (b) above
9 applies, the most senior Flexible Schedule Employee shall be relieved of said
10 assignment before or concurrent with the end of the third complete (whole) FLSA
11 cycle following the vacancy. Flexible Schedule Employees may be moved regularly
12 and frequently between shifts at the discretion of the Fire Chief subject to the
13 constraints set forth in the Flexible Schedule Employee Policy, "Scheduling" section.
14

15 Section 4. Overtime pay. Overtime shall be at time and one-half. Overtime pay shall be based
16 upon a two (2) hour minimum for each call back, up to and including two (2) hours. Thereafter,
17 overtime shall be paid on the basis of ¼-hour increments.
18

19 Employees who are required to remain after the close of their shift shall not be entitled to the two
20 (2) hour minimum call back pay. However, overtime, if any, shall be paid on the basis of ¼-hour
21 increments. Employees who are required to report early for their shift are entitled to two (2)
22 hour minimum call back pay, up to and including two (2) hours.
23

24 Overtime can be taken as compensatory time off (C.T.O.) or as overtime pay, at the employee's
25 discretion, but in no event shall an employee be permitted to accumulate more than seventy-two
26 (72) hours of compensatory time. Any portion of a compensatory time balance accumulated may
27 be carried forward from one calendar year to a subsequent calendar year; however, any such
28 balance carried forward may only be taken off and may not be paid out, except in the case of
29 termination. Once per month, except in December, and in conjunction with the time sheets
30 submitted for the last pay date of each month, employees may request payout of any
31 compensatory time balance accrued during that calendar year (except as noted above). Payout is
32 made at the then current rate of pay. The City will not cancel previously approved compensatory
33 time off.
34

35 Overtime for Firefighters, Firefighter/Paramedics, and Lieutenants shall be for hours worked in
36 excess of the normal workday or normal work week and will be computed upon a two hundred
37 thirty (230) hours work month.
38

39 An employee who is required to be available to testify in court on the employee's off day will be
40 guaranteed a minimum of four (4) hours at the overtime rate. If the employee is required to stay
41 past 4 hours, the employee will be paid for the number of hours worked based on completed 15-
42 minute increments. The employee will report to work at 8:00 a.m. and will be assigned duties
43 that don't interfere with the employee being able to report to court. If an employee is released
44 from court duty in less than 4 hours, the employee can either choose to leave work and forfeit the
45 remainder of the 4 hours of overtime or the employee can elect to work thru the 4 hour period.
46

47 Section 5. Mileage will be paid at the IRS mileage reimbursement rate for members who use their
48 personal vehicles for required trainings and other use of personal vehicle for City or Department
49 business. A rate of \$1.00 per round trip will be paid for off-duty call backs and station transfers.

1
2 Section 6. Employees temporarily assigned to act as a higher ranking officer (including, but not
3 limited to Acting Lieutenant or Acting Battalion Chief) shall be paid a premium of one dollar
4 and fifty cents (\$1.50) per hour while filling that assignment.
5

6 Section 7. A trade of duty time may be made by any Association member with the approval of an
7 officer with notification to the Shift Commander when possible. Such approval shall not be
8 unreasonably withheld. However, a trade of duty time shall not interfere with the operations of
9 the Department, and the City shall not incur any overtime liability because of such trades. In
10 addition to current policy and for those otherwise within management rights, trades that are not
11 within rank or qualification (meaning Lieutenant, paramedic, and ladder operator), may be
12 cancelled with at least 48 hours notice. Trading by a lieutenant with an approved Reserve Officer
13 does not satisfy the requirement that "one lieutenant shall be on duty at all times" and such trades
14 shall be considered trading below rank and may be cancelled. Association members recognize
15 that repayment of trades is an obligation between the members and it shall be the responsibility
16 of the individuals involved in the trade to see that they fulfill such obligation.
17

18 Section 8. In the event that a Firefighter/Paramedic wishes to leave the paramedic program he/she
19 may obtain a transfer to the position of Firefighter provided that the employee makes a written
20 request to the Department stating his/her reasons for the transfer; the employee is competent to
21 perform the duties of a Firefighter; a suitable replacement is available from Firefighter ranks and
22 the replacement volunteers to be transferred to the position of Firefighter/Paramedic; and the
23 replacement has successfully completed the paramedic training program.
24

25 **ARTICLE VII**
26 **Holidays**

27
28 Section 1. The members covered under this agreement will receive the following holidays with
29 pay:
30

- | | | | | | |
|----|----|------------------|----|----|--------------------------------------|
| 31 | a) | New Year's Day | 37 | g) | The day after Thanksgiving |
| 32 | b) | President's Day | 38 | h) | December 24th |
| 33 | c) | Memorial Day | 39 | i) | December 25th |
| 34 | d) | Independence Day | 40 | j) | The day preceding New Years Day |
| 35 | e) | Labor Day | 41 | k) | Three (3) Personal Days ¹ |
| 36 | f) | Thanksgiving Day | | | |

42
43¹ For the initial calendar year of employment for a new employee, the new employee will receive
44 three personal days if they have a starting date prior to March 1, two personal days if they have
45 a starting date on or after March 1 but before July 1, 1 personal day if they have a starting date
46 on or after July 1 but before November 1, and no personal days if they have a starting date on or
47 after November 1.
48

49 Section 2. The Fire Marshal shall receive time off with pay at the rate of eight (8) hours per day
50 for each of the Holidays designated above at a time approved by the Fire Chief, provided,
51 however, that such time off for no more than two (2) holidays may be carried over into the next
52 succeeding calendar year. In the event that the Fire Marshal takes such holiday time off in
53 advance of the actual date of the holiday and terminates prior to such holiday date, the payment

1 for such holiday will be deducted from his final paycheck. In the event the Fire Marshal
2 terminates and has not taken time off for a holiday which has occurred prior to his or her
3 termination, he or she shall receive payment for such holiday on his or her final paycheck.
4

5 Section 3. Notwithstanding any other provision of the Agreement, holidays must be arranged so as
6 to not interfere with the normal operations of the Department.
7

8 Section 4. Subject to Article VII, Section 3 of the Agreement, holidays for Firefighters,
9 Firefighter/Paramedics, and Lieutenants shall be determined based on the employee's shift
10 seniority. The most senior employee on a shift shall have first opportunity to choose a holiday,
11 followed by the next senior employee and so forth until the employees have chosen all holidays.
12 Firefighters, Firefighter/Paramedics, and Lieutenants shall not choose holidays separately.
13 Firefighters, Firefighter/Paramedics, and Lieutenants shall be permitted to double up their
14 scheduled holidays or triple up at the discretion of the Fire Chief.
15

16 Section 5. Employees may elect to use one of their three (3) personal days as emergency leave to
17 deal with legitimate personal emergencies. Employees wishing to take such leave must first
18 fully inform the Chief of the reasons why they require such leave. The granting of time off for
19 such purposes shall be subject to the sole discretion of the Chief or other designated officer.
20 However, approval of such leave shall not be unreasonably withheld. The Chief or designated
21 officer may approve leave in any time increment he or she deems appropriate, not to exceed a
22 total period of one (1) personal day.
23

24 Section 6. Holidays. Firefighters, Firefighter/Paramedics, and Lieutenants shall receive one work
25 day off with pay for each holiday designated in Article VII, Section 1 of the Agreement.
26 Holidays shall be taken at a time approved by the Fire Chief. Time off for no more than two (2)
27 holidays may be carried over into the next succeeding calendar year, except as may be permitted
28 by the Fire Chief under special circumstances, with the knowledge and approval of the Director
29 of Administration. In the event an employee takes such holiday time off in advance of the
30 actual day of the holiday and terminates prior to such holiday date, the payment for such holiday
31 will be deducted from his final paycheck. In the event an employee terminates his/her
32 employment and has not taken time off for a holiday which has occurred prior to his
33 termination, he shall receive payment for such holiday on his final paycheck.
34

35 Section 7. The City will not cancel previously approved holidays/personal days.
36
37

ARTICLE VIII Vacations

Section 1. Vacation Benefits

42
43 (a) The Fire Marshal covered under the terms of this Agreement shall have vacation benefits
44 as follows:
45

- 46 (1) Eighty (80) hours of vacation with full pay after completion of one (1) year of
47 employment.
- 48 (2) One hundred twenty (120) hours of vacation with full pay after completion of seven
49 (7) years of employment.
50

- 1
2 (3) One hundred sixty (160) hours of vacation with full pay after completion of thirteen
3 (13) years of employment.
4
5 (4) Two hundred (200) hours of vacation with full pay after completion of eighteen (18)
6 years of employment, provided the employee has accumulated at least one hundred
7 thirty (130) days of sick leave in the year the vacation is to be taken.
8
9 (5) In the event that within the current and/or last five calendar years the employee has
10 suffered a major illness or a series of successive major illnesses wherein the
11 employee has used twenty (20) successive days of sick leave, and would have
12 accumulated a sufficient number of sick days to qualify for the vacation benefit set
13 forth above had such major illness not occurred, then those days taken for major
14 illness sick leave shall be counted to arrive at the one hundred thirty (130) day sick
15 leave accumulation required in (4) above.

16
17 (b) Firefighters, Firefighter/Paramedics, and Lieutenants shall be entitled to vacation pay in
18 accordance with the following schedule:

- 19
20 (1) Six (6) working days of vacation with full pay after completion of one (1) year of
21 employment.
22
23 (2) Nine (9) working days of vacation with full pay after completion of seven (7) years
24 of employment.
25
26 (3) Twelve (12) working days of vacation with full pay after completion of thirteen
27 (13) years of employment.
28
29 (4) Fifteen (15) working days of vacation with full pay after completion of eighteen (18)
30 years of employment, provided the employee has accumulated at least sixty-five (65)
31 days of sick leave in the year the vacation is to be taken.
32
33 (5) In the event that within the current and/or last five calendar years the employee has
34 suffered a major illness or a series of successive major illnesses wherein the employee
35 has used twenty (20) successive days of sick leave, and would have accumulated a
36 sufficient number of sick days to qualify for the vacation benefit set forth above had such
37 major illness not occurred, then those days taken for major illness sick leave shall be
38 counted to arrive at the sixty-five (65) day sick leave accumulation required in (4) above.
39

40 Section 2. Notwithstanding any other provision contained in this Article, vacations must be
41 arranged, so as not to interfere with the normal operations of the department.
42

43 Section 3. Vacation allowance shall not be accumulated from year to year, except as may be
44 permitted by the Fire Chief under special circumstances, with the knowledge and approval of the
45 Director of Administration.
46

47 Section 4. Subject to Article VIII Section 2 of the Agreement, vacations for Lieutenants,
48 Firefighters, and Firefighter Paramedics shall be determined based on the shift seniority. In the
49 first round, the most senior shift employee shall be permitted to select two, three-day vacation
50 cycles followed by the next senior and so forth until all shift members have selected two, three-

1 day cycles. All employees who have earned additional vacation cycles will be permitted to
2 select these cycles, one three-day cycle at a time, in the established seniority rotation. All shift
3 personnel are allowed to triple up on vacations (three individuals selecting the same three-day
4 cycle) provided, following completion of the vacation and holiday selection (meaning after both
5 selection steps combined, not after each selection step), a minimum of two shift personnel are
6 scheduled off on every work day of a shift throughout the year and further provided that a
7 Lieutenant (Fire or Med) is scheduled for every work day throughout the year. (The Chief at his
8 sole discretion may waive the "minimum of two shift personnel..." requirement in the event of
9 excessive staff vacancies.)

10
11 Section 5. A member will not be mandated in for service during the 4 days before a scheduled 9-
12 day vacation cycle, resulting in protection for an entire 13-day vacation cycle.

13
14 **ARTICLE IX**
15 **Longevity**

16
17 Section 1. Each eligible employee commencing the regular pay period following eligibility shall
18 receive longevity pay in addition to the regular salary based on the following schedule:
19
20

Length of Employment	Officers/Fire Marshal	Firefighters
After five 5 years of service	\$14.00/month	\$13.00/month
After ten 10 years of service	\$29.00/month	\$27.00/month
After fifteen 15 years of service	\$43.00/month	\$40.00/month
After twenty 20 years of service	\$58.00/month	\$53.00/month
After twenty-five 25 years of service	\$72.00/month	\$67.00/month

21
22 **ARTICLE X**
23 **Sick Leave**

24
25 Section 1. Sick leave for all employees shall accrue at the rate of one-half (.5) working day for
26 each full month of service to the maximum cumulative total of one hundred eighty (180) days.
27 A full month of service for the Fire Marshal and for other members who work a 40-hour work
28 week (who shall accrue 8 hours of sick leave for each full month of service) shall refer to a
29 month in which the individual receives pay for at least ten (10) regular work days (or 80 hours
30 in the case of a four (4) day per week employee). A full month of service for Firefighters,
31 Firefighter/Paramedics, and Lieutenants shall refer to a month in which they receive pay for at
32 least five (5) regular work days.

33
34 Section 2. All unused accumulated sick leave credit is automatically canceled upon separation,
35 except that employees that are laid off for reasons not discreditable to them will retain their
36 unused accumulated sick leave provided they are re-appointed within one (1) year from the date
37 of layoff.

38
39 Section 3. Any holiday, regular off-duty day, or vacation day falling during a member of the
40 Department's absence due to a condition for which sick leave credit would be granted shall not
41 be considered a chargeable day of sick leave.
42

1 Section 4. Except as otherwise required as a continuation of benefits under state and/or federal
2 FMLA rules, at the start of the third calendar month following the date upon which an employee
3 on sick leave reaches the end of the maximum allowable FMLA leave period, such employee
4 continuing on sick leave will not continue to accrue additional sick leave until returning to work.
5 (Example: If FMLA expires April 10, sick leave benefits cease accruing July 1.)
6

7 Section 5. An employee's maximum continuous use of sick leave, inclusive of FMLA leave, shall
8 not exceed 90 sick days. A "Continuous" period is not interrupted by other paid leave types and
9 is understood to be interrupted by a return to work of at least 3 consecutively scheduled
10 work/shift days.
11

12 Section 6. Employees may be granted a leave of absence period in the event of medical need up to
13 a maximum of 6 months for each of the initial-term and the extended-term, based upon
14 documented medical need as provided by the employee, which is subject to independent medical
15 examination at the cost of the City. Leave of absences shall continue to be administered in
16 accordance with the policy as established from time to time by the City as set forth in the
17 Employee Handbook.
18

19 Section 7. Sick Leave Incentive Program: Employees who do not take sick leave during a
20 specified four month period (January through April, May through August, and September
21 through December) shall receive 8 hours of additional sick leave, provided the employee
22 worked and was paid for working (including holiday, vacation, and comp-time) at least one
23 complete FLSA cycle during that specified period (unless otherwise required by FMLA).
24 Additionally, an employee receiving each of the 8-hour incentive awards during a calendar year
25 shall receive an additional day (24 hours) of sick leave.
26
27

28 **ARTICLE XI**
29 **Severance Pay Benefits**
30

31 Section 1. Upon separation, except in the case of discharge for cause or when the member has less
32 than 5 years of service, the member shall be entitled to a Severance Pay Benefit generally based
33 upon the employee's amount of unused sick leave (sick leave balance) and upon a maximum
34 benefit as calculated for each employee.
35

36 (a) Calculation of the Maximum Number of Severance Hours (Cap):
37

38 (1) Factor Method: The maximum number of hours for which an employee can
39 receive a severance payout is equal to the product of (Y) the number of years of
40 service (a fraction truncated to one decimal) completed prior to January 1, 2011,
41 multiplied by (SBF) the applicable "Severance Benefit Factor" for the
42 employee's total years of service (as set forth in "(b)" below) multiplied by three-
43 quarters (.75), plus the product of (Z) the employee's number of years of service
44 (a fraction truncated to one decimal) completed since January 1, 2011, multiplied
45 by (SBF) the applicable "Severance Benefit Factor" for the employee's total
46 years of service (as set forth in "(b)" below).
47

$$[Max = (Y \times SBF \times .75) + (Z \times SBF)]$$

48

49 (2) Grandfathering Current Maximum: For members hired prior to 8/31/12, the
50 maximum number of hours for which an employee can receive a severance

1 payout is the greater of that number calculated per number 1. above or the
2 following:

3
4 Completed full years of service (max 30, no fraction) x 2 x 8 x 1.4

5
6 [Note: This formula equals the cap as per the 2010-2012 Agreement providing a
7 cap of two (2) 8-hour days per year of service. The 1.4 factor adjusts for the
8 adjusted hourly wage rate used within the formula at the time.]

9
10 (3) Forty-Hour-Per-Week Employees: For forty-hour-per-week employees, the
11 maximum number of hours for which an employee can receive a severance
12 payout is the following:

13 Completed full years of service (max 30, no fraction) x 2 x 8

14
15 (b) Severance Benefit Factor: The applicable Severance Benefit Factor for an individual is
16 taken from the column/cell to the right of the column/cell that reflects the individual's
17 completed years of service.
18
19

Years of Service	Severance Benefit Factor	Years of Service	Severance Benefit Factor	Years of Service	Severance Benefit Factor
5	17.5	14	22.0	23	26.70
6	18.0	15	22.5	24	27.35
7	18.5	16	23.0	25	28.15
8	19.0	17	23.5	26	28.95
9	19.5	18	24.0	27	29.80
10	20.0	19	24.5	28	30.80
11	20.5	20	25.0	29	31.80
12	21.0	21	25.5	30+	33.33
13	21.5	22	26.1		

20
21 (c) Calculation of Severance Pay Benefit:

22
23 (1) The Severance Pay Benefit for an individual retiring, as per WRS, is the greater
24 of (i) or (ii) below, provided the requirements for that section are met:

25
26 (i) Factor Method:

27
28
$$\frac{\text{Number of Hours of Sick Leave at Separation}}{2} \times \text{Hourly Rate in Appendix A}$$

29 (including Ladder Operator Pay)

30
31 [Requirement Note: The "Number of Hours of Sick Leave at Separation" to be
32 applied within the formula is capped at twice the "Maximum Number of
33 Severance Hours" as calculated under "Factor Method" above. In other words,
34 an individual with a Maximum Number of Severance Hours calculated at 500
35 must have 1,000 (or two times) the number of hours of sick leave available on the
36 book to receive the maximum Severance Pay Benefit.]

37
38 (ii) Grandfathering Current Maximum:
39

1 Number of Hours of Sick Leave at Separation X Hourly Rate in Appendix A
2 (including Ladder Operator Pay)
3

4 [Requirement Note: The "Number of Hours of Sick Leave at Separation" to be
5 applied within the formula is capped at the "Maximum Number of Severance
6 Hours" as calculated under "Grandfathering Current Maximum" above.]
7
8

9 (2) The Severance Pay Benefit for a Forty-Hour-Per-Week-Employee
10

11 Number of Hours of Sick Leave at Separation X Hourly Rate in Appendix A
12 (including Ladder Operator Pay)
13

14 [Requirement Note: The "Number of Hours of Sick Leave at Separation" to be
15 applied within the formula is capped at the "Maximum Number of Severance
16 Hours" as calculated under "Forty-Hour-Per-Week-Employees" above.]
17
18

19 (3) The Severance Pay Benefit for an individual separating with at least 5 full years
20 of service, but not retiring as per WRS, is half of the Severance Pay Benefit
21 calculated in "(1) (i)" above.
22

23 (d) Employees Exceeding 30 Years of Service: The total number of years of service that can
24 be applied in the formulas within "(a)" above is 30 years of service. For individuals that
25 exceed 30 years of service, the employee's actual number of years of service completed
26 since January 1, 2011 is used within the formula in (a) (1) "Factor Method," above, and
27 the remaining possible years of service (30 minus years of service since January 1, 2011)
28 is applied as the years of service prior to 2011. (As such, an employee who stays beyond
29 the 30th year is increasing the maximum cap by adding additional fully credited year(s)
30 and dropping pre-2011 year(s) credited at three-quarters.)
31

32 Section 2. In the case of the death of an employee, that vacation which said employee has earned
33 up to his anniversary date, and holidays not taken, as in accordance with the existing
34 Agreement, shall be paid to the beneficiaries or estate.
35

36 **ARTICLE XII**
37 **Malpractice Insurance**
38

39 Section 1. The City shall provide malpractice insurance for all Firefighters,
40 Firefighter/Paramedics, and Lieutenants.
41
42

43 **ARTICLE XIII**
44 **Clothing Allowance**
45

46 Section 1. Each member covered by this Agreement and an employee actively at work on the
47 following referenced dates shall receive a uniform allowance in the amount of Four Hundred
48 Seventy-Five Dollars (\$475.00) per year effective 1/1/2017, which allowance shall be paid in two
49 (2) equal installments on May 1st and November 1st of each year. Employees shall not accrue
50 clothing allowance pay for the period of time off work due to duty-incurred or off-duty injury or

1 illness, in the event that they do not return to active duty with the City. If an employee who is off
2 work due to duty-incurred or off-duty injury or illness does return to active duty, such employee,
3 upon return, shall be entitled to the clothing allowance that they would otherwise have been
4 entitled to, but not more than two such bi-annual payments.

5
6 Section 2. All new hired employees shall receive the full uniform allowance at their first pay period,
7 and shall not be eligible to receive any further clothing allowance during that calendar year. If an
8 employee terminates their employment with the City within the first 6 months of employment, the
9 employee shall be required to pay back half (50%) of the uniform allowance, and the City is,
10 hereby, authorized to deduct such reimbursement from any remaining checks or payouts.

11
12
13 **ARTICLE XIV**
14 **Hospital and Surgical Insurance**
15

16 Section 1. Employee Share of Monthly Health Insurance Premium (Premium Co-Pay). Employees
17 will pay a percentage of the applicable monthly health insurance premium as determined by the
18 Common Council from time-to-time and as subsequently incorporated into the Employee
19 Handbook, which rate shall be the same as generally applies to non-represented, non-supervisory
20 employees except the following maximums shall apply effective 1/1/16: Family (with HRA)
21 \$250, Family (without HRA) \$298.10, Single (with HRA) \$122.50, and Single (without HRA)
22 \$139.90. Furthermore the maximum rate caps for future years, including those beyond the term
23 of this contract, will increase \$15/year for family plans and \$10/year for single plans from the
24 prior year's cap (for example "With HRA" caps for 2017 will be \$265 and \$132.50, etc.) except
25 the "with HRA" rate shall not exceed 15% of the monthly premium and the "without HRA" rate
26 shall not exceed 20% of the monthly premium.

27
28 Section 2. Any employee who retires from employment with the City under a regular pension at
29 statutory normal retirement age and who has attained twenty (20) years of full time service with
30 the City or retires under a disability pension (defined as occurring under Wisconsin Statutes
31 40.65, Duty Disability) shall be eligible for enrollment in the City's conventional hospital and
32 surgical insurance program, in accordance with one of the following options.

33
34 (a) If said retirement does not involve or pertain to a Wisconsin Statutes 40.65, Duty
35 Disability, the City shall pay seventy-five percent (75%) of the premium amount in
36 effect on the date the employee retires, whatever that figure may be, and will continue
37 to pay that amount toward the employee's health insurance coverage so long as the
38 employee is retired and until the retired employee qualifies for Medicare. Coverage
39 shall not be extended to the retiree while he is covered by another health plan of equal
40 or better benefit at no additional cost to the employee. Coverage shall terminate in the
41 event of the retiree's death.

42
43 (b) If said retirement involves an employee who retires from employment with the City
44 under Wisconsin Statutes 40.65, Duty Disability, and who is disabled from a range of
45 jobs (not just fire service) and unable to work, the City shall pay seventy-five percent
46 (75%) of the cost toward the plan-type premium (ie. single, family, high-deductible,
47 etc.) amount in effect on the date the employee retires, whatever that figure may be,
48 and will continue to pay that amount toward the employee's health insurance
49 coverage so long as the employee is retired and enrolled in the plan and until the
50 retired employee qualifies for Medicare, except as noted immediately hereafter. If

1 said retiree switches from a higher-premium plan-type to a lesser-premium plan type,
2 the City will continue to pay only 75% of the lesser-premium plan-type that was in
3 effect on the date of retirement; however , if a retiree elects a plan-type with a lesser
4 premium at or after retirement an subsequently switches back to a higher-premium
5 plan-type, the City will revert to paying 75% of the higher-premium plan-type that
6 was in effect on the date of retirement only if the added dependents were eligible for
7 coverage on the date of retirement. Coverage shall not be extended to the retiree
8 while he is covered by another health plan of equal or better benefit at no additional
9 cost to the employee. Coverage shall terminate in the event of the retiree's death.

10
11 (c) If said retirement involves an employee who retires from employment with the City
12 under Wisconsin Statutes 40.65, Duty Disability, and who is not disabled from a
13 range of jobs but is unable to work in the fire service, eligibility for continued
14 enrollment in the City's conventional hospital and surgical insurance program shall
15 be for 10 years from the date of the end of the month of the last day worked, except
16 when the duty disability is presumptively caused. In the event of a 40.65 duty
17 disability presumptively caused by employment as per Wisconsin Statutes 891.455 or
18 its successor, while such statute remains in effect, the 10-year allowance (eligibility)
19 period shall be extended for a period of 5 years beyond the last episode of the
20 condition (occurring during that 10-year period) that established the presumptive
21 evidence of disability. In this instance, the City shall pay seventy-five percent (75%)
22 of the cost toward the plan-type premium (ie. single, family, high-deductible, etc.)
23 amount in effect on the date the employee retires, whatever that figure may be, and
24 will continue to pay that amount toward the employee's health insurance coverage so
25 long as the employee is retired and enrolled in the plan and until the retired employee
26 qualifies for Medicare, except as noted immediately hereafter. If said retiree
27 switches from a higher-premium plan-type to a lesser-premium plan type, the City
28 will continue to pay only 75% of the lesser-premium plan-type that was in effect on
29 the date of retirement; however , if a retiree elects a plan-type with a lesser premium
30 at or after retirement an subsequently switches back to a higher-premium plan-type,
31 the City will revert to paying 75% of the higher-premium plan-type that was in effect
32 on the date of retirement only if the added dependents were eligible for coverage on
33 the date of retirement. Coverage shall not be extended to the retiree while he is
34 covered by another health plan of equal or better benefit at no additional cost to the
35 employee. Coverage shall terminate in the event of the retiree's death.

36
37 Section 3. Rehiring Preference: Individuals receiving a 40.65 duty disability after the effective
38 date of this contract may be considered as eligible for placement on a 'Reinstatement List' for a
39 period of three years after the date of receipt of the duty disability, provided such individual
40 meets the qualifications of the position and submits a completed application during the
41 advertising period. After such 3-year period, the individual may receive a hiring preference
42 equivalent to the "Veterans Rating Adjustment" as provided for by section 5.7.3, or its
43 successor, of the Civil Service System Personnel Administration Program, subject to submission
44 of supporting documentation as may be determined by the City. This provision does not create a
45 property interest in any position or right to employment with the City, nor enhance any such
46 interest or right that may be determined to exist absent this language.

47
48 Section 4. The parties acknowledge that by operation of Wisconsin Statute Section
49 §111.70(4)(mc)(6) the design and selection of the health care coverage plan is a prohibited

1 subject of bargaining, and, as such, City has the right to create additional plan types, such as but
2 not limited to Employee plus one or high-deductible plans.

3
4
5 **ARTICLE XV**
6 **Dental Insurance**

7
8 Section 1. Dental Insurance shall be made available by the City which benefit levels shall be the
9 same as generally applies to non-represented, non-supervisory employees. The City shall pay
10 100% of the single premium. An Employee shall pay the difference between the single
11 premium and any other plan-type premium selected by the Employee.

12
13
14 **ARTICLE XVI**
15 **Life Insurance**

16
17 Section 1. The City shall pay the full premium of the Life Insurance Plan currently in effect for
18 each member, and shall retain the right to designate the insurance carrier.

19
20
21 **ARTICLE XVII**
22 **Wisconsin Retirement Fund**

23
24 Section 1. For all employees covered by this Agreement who were hired prior to July 1, 2011, and
25 who participate through the City of Franklin in WRS:

- 26
27 (a) effective the start of the pay period closest to, but on or after, January 1, 2013,
28 each such employee will pay a portion of the contribution required by the WRS
29 equal to 3% of the employee's gross earnings, per WRS Guidelines, and
30
31 (b) effective the start of the pay period closest to, but on or after, January 1, 2014,
32 each such employee will pay a portion of the contribution required by the WRS
33 equal to the full employee share, as identified by WRS and as per WRS
34 Guidelines (currently the employee share of the WRS rate as actuarially
35 determined by the WRS for general employees).

36
37 Section 2. In accordance with State law and effective January 1, 2013, all employees covered by
38 this agreement who were hired on or after July 1, 2011, must contribute the full employee's
39 share to the WRS Pension Plan, which is currently defined as the WRS rate as actuarially
40 determined by the WRS for general employees.

41
42
43 **ARTICLE XVIII**
44 **Worker's Compensation**

45
46 Section 1. All employees covered by this Agreement who are eligible for Worker's Compensation
47 benefits for temporary-total or temporary-partial disability because of their employment with the
48 City, shall be paid full wages in lieu of weekly Worker's Compensation benefits for a period of

1 up to thirty (30) weeks from the date of illness or injury. In no event will such supplemental pay
2 and Worker's Compensation benefit exceed, in aggregate, the employee's normal net "take
3 home" pay. As indicated, this does not impact benefits for permanent disability.

4
5 Section 2. Any Worker's Compensation payments received by said member shall be paid over to
6 the City. When the City shall have made any such payment and the employee makes claim for
7 damages other than disability insurance carried by an employee at his own expense against any
8 third party and/or such third party's insurer, the City shall be entitled to receive from any
9 damage recovery by such employee, reimbursement for wages paid in the same proportion as
10 prescribed by Section 102.29 of the Wisconsin Statutes governing Worker's Compensation.

11
12 Section 3. WRS rules provide for a suspension of applying employee-required contributions while
13 receiving temporary disability compensation but also provides for the employer to make a full
14 recovery (reimbursement) of all suspended payments following a return to work. Therefore, in
15 order to comply with Section 1 and to avoid a reduction in normal net "take home" pay
16 following return to work after receiving temporary Workers Compensation disability payments,
17 the employees authorize a voluntary payroll deduction equal to the equivalent amount of WRS
18 payments that would otherwise be due when maintaining the employee's normal net "take
19 home" pay. The City will then offset this voluntary deduction against allowable additional
20 employee-required contributions that may be recovered from the employee's earnings after the
21 employee returns to work. The aggregate or net impact over the period while receiving
22 temporary Workers Compensation disability payments and after the employee returns to work is
23 to maintain the employee's normal net "take home" pay.

24
25 Section 4. Any holiday, regular off-duty day, or vacation day falling during a member of the
26 Department's absence due to a condition for which the employee is off work receiving Workers
27 Compensation disability payments shall not be considered a chargeable day of workers
28 compensation leave, except as may be required under FMLA. An employee who is off work on
29 workers compensation may repost one 3-day vacation cycle per calendar year, provided the
30 vacation occurred during the period of workers compensation leave.

31
32
33 **ARTICLE XIX**
34 **Funeral Leave**
35

36 Section 1. The purpose of funeral leave is to allow an employee time off to handle issues related
37 to the funeral, attend funeral services or ceremonies, or to handle matters related to the
38 resolution of the estate of specified relatives. Funeral leave will be restricted to these types of
39 activities. Upon application, a leave of absence of two (2) days with full pay shall be allowed in
40 the event of the death of a member's spouse, child, father, mother, sister, brother, father-in-law
41 or mother-in-law. If the relative's death occurs on or the news first arrives during a duty day
42 when the employee is already at work, the employee is allowed to leave work; the duty day is
43 considered funeral leave; and the employee is allowed the two (2) additional days applied above.
44 Leave will normally be used the two (2) scheduled work days immediately following the death
45 of the relative. Upon application, one (1) day with full pay shall be allowed in the event of the
46 death of the member's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent,
47 step-parent, step-child and step-brother/sister. Upon application, one (1) day with full pay shall
48 be granted in the event of the death of the member's aunt or uncle, if the funeral falls on a
49 scheduled workday and the member attends the funeral or service. Funeral leave for those
50 relatives that allow 1 day off will normally be used within 1 week (7 days) of the death. Both

1 parties recognize that these time constraints may not fit all situations and provisions will be
2 made to provide for such leave for services that fall outside the norm.

3
4 Section 2. All applications for funeral leave shall be in writing and accompanied by a copy of the
5 obituary for the deceased. The leave request shall be submitted to the Fire Chief, or another
6 officer in the Chief's absence, at the time of request for such leave. The funeral leave is not to
7 be deducted from sick leave. If a funeral occurs during a scheduled vacation or holiday, funeral
8 leave can be substituted for the vacation or holiday leave.

9
10
11 **ARTICLE XX**
12 **Military Leave**

13
14 Section 1. Each member of the Association who is required to take a period of training with an
15 organized unit of the Reserve Corps of the United States Army, Navy, Air Force, Marine Corps,
16 Coast Guard, or the National Guard, and who is ordered to active duty, shall be granted a leave
17 of absence for a period not in excess of 112 hours annually upon submission to the Fire Chief of
18 evidence of receipt of authentic orders.

19
20 Section 2. Any member of the Association who has completed one (1) year of continuous service
21 with the City shall be compensated for the difference between their base service pay and their
22 base departmental compensation for a period equivalent to the approved military leave, but not
23 to exceed 112 hours per year, if the base service compensation is less than the base City
24 compensation.

25
26
27 **ARTICLE XXI**
28 **College Educational Incentive Program**

29
30 Section 1. Employees who have completed 2 years of full time service with the City shall be eligible
31 for the following education reimbursement:

32
33 (a) Five (5) members per year may be reimbursed for tuition for college classes up to a
34 maximum of \$1000 each. To be eligible for this reimbursement, the following
35 conditions must be met:

36
37 (1) Tuition reimbursement is subject to approval by the Fire Chief.

38
39 (2) Tuition reimbursement will be paid after proof of completion of the course and
40 grade, such as a transcript, are submitted to the Chief. An employee will be
41 reimbursed up to \$1000 if he attains an A, up to \$750 for a B, and up to \$500 for
42 a C.

43
44 (3) An employee who receives tuition reimbursement from the City agrees to
45 continue his/her employment with the City for 2 years following the date of the
46 education reimbursement. An employee who leaves employment less than 2
47 years from the date of reimbursement shall reimburse the City for all such tuition
48 reimbursement received during the previous 2 years, and the City is, hereby,
49 authorized to deduct such reimbursement from any remaining checks or payouts.

1 (4) The City shall not be responsible for the cost of any books, supplies, or other
2 items and services. The City shall be responsible for tuition only to the extent
3 set forth in this Section (a) above.
4

5 (b) Employees who receive State Certification for recognized State Certification courses
6 shall receive \$3.00 per month for each level of State Certification, including but not
7 limited to the following: M.P.O., Instructor, Officer, Fire Inspection, Car Seat
8 Technician, SCBA Technician, Aerial, and EMT Instructor.
9

10 Section 2. Payment shall be made within thirty (30) days following the close of each calendar year.
11

12 Section 3. The City will reimburse payments made by employees for registration on the National
13 Registry of Emergency Medical Technicians if registry on the list is required for continued
14 participation in the Paramedic Program.
15
16

17 **ARTICLE XXII**
18 **Voluntary Benefit Provisions**
19

20 Section 1. AFLAC. Employees shall have the option of purchasing short-term disability insurance,
21 personal accident insurance, personal hospital intensive care insurance, and/or cancer protection
22 insurance from AFLAC. Employee participation in this 100% employee paid benefit requires
23 that premiums be paid through payroll deduction.
24

25 Section 2. Liberty Mutual (Auto and Home Insurance). Employees have the option of purchasing
26 auto and home insurance from Liberty Mutual under their Group Savings Plan.
27
28

29 **ARTICLE XXIII**
30 **Direct Deposit**
31

32 Section 1. All employees will be required to sign up for Direct Deposit of payroll checks. The City agrees
33 to pay for the cost of any fees imposed as a result of the City's error.
34

35 Section 2. The City agrees to provide electronic transfer of employee deferred compensation contributions
36 to City approved deferred compensation plans.
37
38

39 **ARTICLE XXIV**
40 **Donation of Vacation Time**
41

42 Section 1. Employees may donate vacation time to another employee in the event of illness or
43 injury if the ill or injured employee does not have sick, compensatory, or vacation time left in
44 his/her account. An employee may donate a maximum of 25% of such donor employee's
45 current accumulated vacation time during the subsequent two (2) year period. There shall be an
46 aggregate limit to such transfer of vacation time by all other employees to any one employee of
47 two hundred (200) hours in a two (2) year period. All such requests for transfer of vacation time
48 under this Section shall be in writing and approved by the Director of Administration. This

1 donation of time is also subject to discretion of the employee's Department Head and based on
2 workload and staffing of the Department.

3
4 **ARTICLE XXV**
5 **Promotions**

6
7 Section 1. Promotions shall be affected in accordance with Section 62.13 Wis. Stats. The City
8 shall post promotional opportunities on a bulletin board where bargaining unit employees are
9 working for a period of fifteen (15) calendar days.

10
11 Section 2. An employee selected for promotion shall be given a trial period which shall be set by
12 the Fire Chief but shall not be less than thirty (30) days. The trial period shall not include any
13 initial period designated for employee training. If during the trial period the employee is found
14 not to be qualified or does not wish to continue employment in the position to which he/she is
15 promoted, the City shall return the employee to his/her former position.

16
17 **ARTICLE XXVI**
18 **Consolidation**

19
20 Section 1. Should the City decide to consolidate its Fire Department with another
21 municipality(ies), the City will honor the existing contract for wages and benefits until a new
22 service provider is in place. Once the decision to consolidate is made, the City will agree to
23 have the Union represented in the consolidation process and will be open to their concerns.

24
25 **ARTICLE XXVII**
26 **Special Duty Pay**

27
28 Section 1. Members who are active on a technician level Haz-Mat Team (as defined by NFPA
29 472) or a technician level Technical Rescue Team (as defined by NFPA 1670c.11; including
30 trench and excavation search and rescue; along with the sub-disciplines of confined space search
31 and rescue, rope rescue, and vehicle and machinery rescue) or a Dive Team that is, and for the
32 period that it continues to be, designated by the Fire Chief, at his sole discretion, as authorized
33 to engage in mutual aid as a Dive Team shall receive a premium pay of \$46.00/month. The
34 determination of membership on these teams shall be at the sole discretion of management,
35 using the current promotion process for appointment to the Teams. Special duty pay does not
36 apply to a general level of competency in a functional or operational area that is generally
37 expected of all members of the department.

38
39 **ARTICLE XXVIII**
40 **Long Term Disability**

41
42 Section 1. A Long Term Disability Insurance Policy will cover all members of this agreement.
43 The members will pay all costs of this voluntary program. The City will provide for a payroll
44 deduction, and forward the premium payments to the agreed upon insurance company.

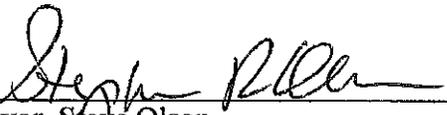
ARTICLE XXIX
Duration of Agreement

Section 1. This Agreement shall become effective January 1, 2016 and shall continue in full force and effect until December 31, 2018. The terms and conditions of this Agreement shall continue to apply until superseded by another Agreement, except as otherwise provided for by law.

Section 2. The terms of this Agreement shall not be changed or altered by any subsequent Ordinance, Resolution, Executive Order, or Legislative Act of any kind during the duration of this Agreement unless both parties to this Agreement agree to such change or alteration. In the event of an impasse, each party reserves the right to seek agreement through mediation/arbitration.

Section 3. If any part or all parts of this Agreement are invalid, it shall not invalidate the entire Agreement.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals this 6th day of October, 2017 at Franklin, Wisconsin.



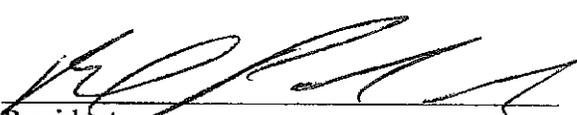
Mayor, Steve Olson



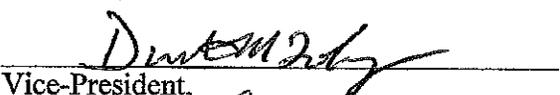
Director of Clerk Services, Sandra Wesolowski



Director of Administration, Mark Lubarda



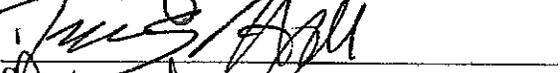
President,



Vice-President,



Treasurer,



Secretary,



Bargaining Member,

Bargaining Member,



1
2
3

APPENDIX A

The following are the rates of pay for the various classifications of employees:

7/1/2016 - 2% increase **

	Firefighters		Firefighters + Ladder Operator		Fire Marshal		Paramedic/Firefighter		Paramedic/Firefighter + Ladder Operator		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
	Based on 2,912 hours		Based on 2,912 hours		Based on 2,080 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0-6 months	\$17.55	\$4,258.34	\$17.72	\$4,300.92	\$27.82	\$4,821.61	\$18.39	\$4,463.82	\$18.58	\$4,508.46	\$19.31	\$4,686.44	\$19.64	\$4,766.44
Step 2 7-12 months	\$18.15	\$4,403.89	\$18.33	\$4,447.93	\$29.46	\$5,106.47	\$19.03	\$4,617.96	\$19.22	\$4,664.14	\$19.96	\$4,843.42	\$20.29	\$4,923.42
Step 3 13-24 months	\$21.14	\$5,128.83	\$21.35	\$5,180.12	\$31.13	\$5,395.47	\$22.17	\$5,379.99	\$22.39	\$5,433.79	\$23.29	\$5,651.14	\$23.62	\$5,731.14
Step 4 25-36 months	\$21.86	\$5,305.79	\$22.08	\$5,358.85	\$32.77	\$5,680.32	\$22.92	\$5,562.66	\$23.15	\$5,618.29	\$24.09	\$5,845.21	\$24.42	\$5,925.21
Step 5 37-48 months	\$22.59	\$5,482.73	\$22.82	\$5,537.56	\$34.40	\$5,963.09	\$23.71	\$5,753.87	\$23.95	\$5,811.41	\$24.90	\$6,042.15	\$25.23	\$6,122.15
Step 6 48+ months	\$24.90	\$6,042.15	\$25.15	\$6,102.57	\$36.08	\$6,254.16	\$26.80	\$6,504.53	\$27.07	\$6,569.58	\$28.16	\$6,832.74	\$28.49	\$6,912.74

*This position reflects a flat \$80/month increase above the Lieutenant position.

** All wage increases above are effective on the start of the pay period closest to, but on or after, the date listed above.

1/1/2017 - 2% increase **

	Firefighters		Firefighters + Ladder Operator		Fire Marshal		Paramedic/Firefighter		Paramedic/Firefighter + Ladder Operator		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
	Based on 2,912 hours		Based on 2,912 hours		Based on 2,080 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0-6 months	\$17.90	\$4,343.51	\$18.08	\$4,386.95	\$28.37	\$4,918.04	\$18.76	\$4,553.10	\$18.95	\$4,598.63	\$19.70	\$4,780.17	\$20.03	\$4,860.17
Step 2 7-12 months	\$18.51	\$4,491.97	\$18.70	\$4,536.89	\$30.05	\$5,208.60	\$19.41	\$4,710.32	\$19.60	\$4,757.42	\$20.36	\$4,940.29	\$20.69	\$5,020.29
Step 3 13-24 months	\$21.56	\$5,231.41	\$21.77	\$5,283.72	\$31.75	\$5,503.38	\$22.61	\$5,487.59	\$22.84	\$5,542.47	\$23.75	\$5,764.16	\$24.08	\$5,844.16
Step 4 25-36 months	\$22.30	\$5,411.91	\$22.52	\$5,466.03	\$33.43	\$5,793.93	\$23.38	\$5,673.91	\$23.62	\$5,730.65	\$24.57	\$5,962.11	\$24.90	\$6,042.11
Step 5 37-48 months	\$23.05	\$5,592.38	\$23.28	\$5,648.30	\$35.09	\$6,082.35	\$24.19	\$5,868.95	\$24.43	\$5,927.64	\$25.40	\$6,162.99	\$25.73	\$6,242.99
Step 6 48+ months	\$25.40	\$6,162.99	\$25.65	\$6,224.62	\$36.80	\$6,379.24	\$27.34	\$6,634.62	\$27.61	\$6,700.97	\$28.72	\$6,969.39	\$29.05	\$7,049.39

*This position reflects a flat \$80/month increase above the Lieutenant position.

** All wage increases above are effective on the start of the pay period closest to, but on or after, the date listed above.

1/1/2018 - 2% increase **

	Firefighters		Firefighters + Ladder Operator		Fire Marshal		Paramedic/ Firefighter		Paramedic/ Firefighter + Ladder Operator		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
	Based on 2,912 hours		Based on 2,912 hours		Based on 2,080 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0-6 months	\$18.26	\$4,430.38	\$18.44	\$4,474.68	\$28.94	\$5,016.40	\$19.14	\$4,644.16	\$19.33	\$4,690.60	\$20.09	\$4,875.77	\$20.42	\$4,955.77
Step 2 7-12 months	\$18.88	\$4,581.81	\$19.07	\$4,627.63	\$30.65	\$5,312.77	\$19.80	\$4,804.53	\$20.00	\$4,852.58	\$20.77	\$5,039.10	\$21.10	\$5,119.10
Step 3 13-24 months	\$21.99	\$5,336.04	\$22.21	\$5,389.40	\$32.39	\$5,613.45	\$23.07	\$5,597.34	\$23.30	\$5,653.31	\$24.23	\$5,879.44	\$24.56	\$5,959.44
Step 4 25-36 months	\$22.75	\$5,520.15	\$22.98	\$5,575.35	\$34.10	\$5,909.81	\$23.85	\$5,787.39	\$24.09	\$5,845.26	\$25.06	\$6,081.35	\$25.39	\$6,161.35
Step 5 37-48 months	\$23.51	\$5,704.23	\$23.74	\$5,761.27	\$35.79	\$6,204.00	\$24.67	\$5,986.33	\$24.92	\$6,046.19	\$25.90	\$6,286.25	\$26.23	\$6,366.25
Step 6 48+ months	\$25.90	\$6,286.25	\$26.16	\$6,349.11	\$37.54	\$6,506.82	\$27.89	\$6,767.31	\$28.17	\$6,834.98	\$29.29	\$7,108.78	\$29.62	\$7,188.78

*This position reflects a flat \$80/month increase above the Lieutenant position.

** All wage increases above are effective on the start of the pay period closest to, but on or after, the date listed above.

7/1/2018 - .5% increase **

	Firefighters		Firefighters + Ladder Operator		Fire Marshal		Paramedic/ Firefighter		Paramedic/ Firefighter + Ladder Operator		Fire Lieutenants		Fire Lieutenant with full practice Paramedic*	
	Based on 2,912 hours		Based on 2,912 hours		Based on 2,080 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours		Based on 2,912 hours	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Step 1 0-6 months	\$18.35	\$4,452.53	\$18.53	\$4,497.06	\$29.09	\$5,041.48	\$19.23	\$4,667.38	\$19.43	\$4,714.05	\$20.19	\$4,900.15	\$20.52	\$4,980.15
Step 2 7-12 months	\$18.98	\$4,604.72	\$19.17	\$4,650.77	\$30.80	\$5,339.33	\$19.90	\$4,828.55	\$20.10	\$4,876.84	\$20.87	\$5,064.30	\$21.20	\$5,144.30
Step 3 13-24 months	\$22.10	\$5,362.72	\$22.32	\$5,416.35	\$32.55	\$5,641.52	\$23.18	\$5,625.33	\$23.41	\$5,681.58	\$24.35	\$5,908.84	\$24.68	\$5,988.84
Step 4 25-36 months	\$22.86	\$5,547.75	\$23.09	\$5,603.23	\$34.27	\$5,939.36	\$23.97	\$5,816.33	\$24.21	\$5,874.49	\$25.19	\$6,111.76	\$25.52	\$6,191.76
Step 5 37-48 months	\$23.62	\$5,732.75	\$23.86	\$5,790.08	\$35.97	\$6,235.02	\$24.79	\$6,016.26	\$25.04	\$6,076.42	\$26.03	\$6,317.68	\$26.36	\$6,397.68
Step 6 48+ months	\$26.03	\$6,317.68	\$26.29	\$6,380.86	\$37.73	\$6,539.35	\$28.03	\$6,801.15	\$28.31	\$6,859.16	\$29.44	\$7,144.32	\$29.77	\$7,224.32

*This position reflects a flat \$80/month increase above the Lieutenant position.

** All wage increases above are effective on the start of the pay period closest to, but on or after, the date listed above.

1 Letter of Understanding
2 Between City of Franklin and the
3 Franklin Professional Firefighter Association Local 2760 I.A.F.F.
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7 The purpose of this side-letter is to acknowledge that, prior to the end of 2013, the City of Franklin will
8 increase the number of deferred compensation plans to include the Wisconsin Deferred Compensation
9 Program (ETF) and Nationwide, unless 1) the provisions of the plan would restrict the City's
10 participation in the plan in a manner similar to the current plans, 2) the plan has fee or administrative
11 requirements substantially more burdensome than the current plans, or 3) the plan requires termination of
12 any of the City's existing plans.
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1 Letter of Understanding
2 Between City of Franklin and the
3 Franklin Professional Firefighter Association Local 2760 I.A.F.F.
4
5
6

7 In conjunction with the mutually negotiated language whereby Battalion Chiefs no longer select
8 vacations and holidays in the same process with bargaining unit members and in the context of the
9 mutually negotiated terms for a 2013-2015 Agreement, the City and Association agree as follows:
10

11 1. Fire and Paramedic Lieutenants shall have equal status and fire command authority. In the absence
12 of the Battalion Chief, the shift Lieutenants shall act in the capacity of Battalion Chief on a rotating basis
13 with equal opportunity to act as shift commander. The Battalion Chief shall supervise and modify this
14 rotation as needed.
15

16 2. Battalion Chiefs will not pick with Association members for Holidays, Vacations, or fill-ins, except
17 Battalion Chiefs have first choice on filling in for any Battalion Chief vacancy, which will be done in a
18 manner prescribed by the Chief at his/her discretion, and except, prior to an Association member being
19 mandated in, a Battalion Chief may elect to work in place of an Association member during such
20 overtime opportunity.
21

22 3. All three Lieutenants on a shift (red, black, green) shall not be off at the same time (i.e. one lieutenant
23 shall be on duty at all times), except at the sole discretion of the Chief or his designee, which application
24 of the sole discretion shall not be interpreted as to create a past practice.
25

26 4. Relative to members covered by this agreement, the ratio of straight time Overtime paid out to the
27 total paid overtime must remain at no more than 50.0% (rounded) when viewed over any continuous 6
28 month (approximate based on payroll dates) period. In the event the ratio exceeds 50.0%, the City can
29 mandate in the least senior, straight-time available individual (including FLSA and vacation and holiday
30 cycle considerations) until the ratio falls back under 50.0%. The City will post the data and ratio
31 following each pay period if the ratio is exceeded. Relative to vacation and holiday considerations,
32 employees will not be mandated on the day before and after a scheduled holiday and the four days
33 leading up to scheduled vacations and the four days after. [Note: This mandate restriction for this
34 circumstance is different than the current mandate policy.]
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1 Letter of Understanding
2 Between City of Franklin and the
3 Franklin Professional Firefighter Association Local 2760 I.A.F.F.
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7 The Director of Administration agrees to participate during 2017 in a Labor/Management Committee to
8 investigate the benefits, drawbacks, costs, and comparable application of a new station alerting system
9 and policy.
10
11
12
13

14 Letter of Understanding
15 Between City of Franklin and the
16 Franklin Professional Firefighter Association Local 2760 I.A.F.F.
17
18

19 In the event that an employee does not pass the physical/check-up as periodically provided by and
20 required by the City and said employee disputes the results to the Chief, the Chief shall provide the
21 employee, to the extent that it is available as determined by the Chief, access to light duty for a period of
22 up to two weeks, in lieu of immediate placement upon sick leave. Such period provides an opportunity
23 for the employee to resolve the issue with their own doctor. After the two week period, the employee
24 will be placed on sick leave until the issue is resolved. The City reserves the right to require an
25 Independent Medical Examination if there is not resolution following the communication/coordination
26 between the two doctors. This MOU shall not establish or create a requirement that such policy is or
27 shall be in the future a mandatory or required subject of bargaining, nor shall it enhance its status in that
28 regard

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<p>APPROVAL</p> <p><i>MWJ JH</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>6/18/2019</p>
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<p>REPORTS & RECOMMENDATIONS</p>	<p>Appointment of Temporary Plumbing Supervisor</p>	<p>ITEM NUMBER</p> <p><i>M.18.</i></p>
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Chief Plumbing Inspector Robert Moehle's last day for the City was June 3, 2019. As part of Mr. Moehle's position, he carried the "Master Plumber's License" and provided plumbing supervision for all plumbing inspection work in the City as required by Stats. §145.05 (referenced below).

145.05 Plumbing supervisors, supervision.

(1) The common council of a 1st, 2nd or 3rd class city with a water system or sewerage system, or the officer or board in charge, shall appoint one or more plumbing supervisors, who shall be licensed plumbers, and unless under civil service shall serve for a term of 4 years or more subject to removal for just cause except as otherwise provided by ordinance when first appointed, but need not renew their licenses while they continue in office. They shall supervise all plumbing, new or alterations or repairs, and report to the appointing body violations of regulations, and perform such other appropriate duties as may be required. Their compensation shall be fixed by the council, board or commission.

(2) If a water system or sewerage system is established in any city, village, town or metropolitan sewerage district which has not provided for a board or officer to supervise plumbing, drainage and sewerage, the department shall take immediate and entire control of plumbing, drainage and sewerage intended to be connected with the water system or sewerage system, and exercise all the powers conferred by this section until such municipalities or district provides for such supervision.

Given this vacancy, the City will need to appoint an interim Plumbing Supervisor to fulfill the requirements of the position until such time a new Chief Plumbing Inspector holds the position. The Director of Inspection Services has arranged to have Mr. Steven Presnal assume the position of Plumbing Supervisor for the interim period between June 19, 2019 and the start date of the new Chief Plumbing Inspector position.

Mr. Presnal is fully credentialed by the Wisconsin Department of Safety & Professional Services, is a Master Plumber, and is a highly qualified plumbing industry professional who has served many years as a municipal plumbing inspector. Mr. Presnal's role would be limited to supervision of the three inspectors currently on staff who hold plumbing certifications in the Inspection Services Department. Mr. Presnal has agreed to compensation at a salaried rate of \$1,000/month for his services, which will be \$45.45 per day.

It is recommended that Mr. Presnal be appointed as a Limited Term Employee to serve as Plumbing Supervisor for the City with compensation to be established at a salaried rate of \$1,000 per month on a pro-rated basis. There are no benefits associated with this appointment.

COUNCIL ACTION REQUESTED

Motion to appoint Mr. Steven Presnal as a Limited Term Employee to serve as Plumbing Supervisor for the City of Franklin Inspection Services Department from June 19, 2019 through the start date of the new Chief Plumbing Inspector position, with compensation to be established at a salaried rate of \$1,000/month on a pro-rated basis (\$45.45/day).

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/18/2019
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REPORTS & RECOMMENDATIONS	Intent to Request Proposals for Demolition of Structures and Removal of Debris at 8661 W. Loomis Road	ITEM NUMBER <i>13.19.</i>
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Staff has been trying for a number of years to receive authorization from the Circuit Court to remove the structures at 8661 W. Loomis Road, commonly referred to as the Mahr property. The process was reinitiated this year at the direction of the Mayor and was diligently pursued by the Director of Inspection Services with the assistance of the City Attorney's Office. The City Attorney's Office believes the necessary Court order is imminent.

Staff intends to obtain quotes using the attached Request for Proposal document which will then be incorporated into the new contracted services document; the template of which is attached for your reference. This process does not require sealed competitive bids in accordance with the statutes for public construction. That speeds up the process and adds flexibility. For example, a bid bond, which increases the cost of the project, would not be required. If the low bidder doesn't complete the project, they simply won't be paid, and a new contractor will be awarded the project.

Since this is not a publicly bid public construction project, advance authorization by the Common Council is not required by policy. Nonetheless, in this instance, staff wants to advise the Council of its actions since the next time you see the item it will be to award a contract for demolition and removal of debris and will come along with a budget modification to provide the necessary appropriations for the effort.

COUNCIL ACTION REQUESTED

Motion to receive and file.

DRAFT

**REQUEST FOR PROPOSAL (RFP)
BUILDING DEMOLITION AND REMOVAL OF DEBRIS
8661 W. LOOMIS ROAD, FRANKLIN WISCONSIN**

PROJECT SCOPE:

The City of Franklin is requesting proposals from demolition companies to demolish the buildings listed below in the "list of buildings to be demolished" and located at 8661 W. Loomis Road and to remove all demolition debris to an appropriate disposal site. The demolition services desired include, but are not limited to, the provision of technical guidance and advice, preparation of reports and project management, and on-site representation during demolition and clean-up, as well as those further described herein under the Project Specifications section. **This project shall not include removal of any personal property on the exterior premises.**

List of buildings to be demolished:

1. (1) 2-Story wood-framed primary residence building-fire damaged (approx. 879 sq. ft.)
2. (1) Garage-Combination wood/concrete block structure (approx. 440 sq. ft.)
3. (1) Pole Barn-Wood exterior (approx. 512 sq. ft.)
4. (1) Milk House-Concrete block walls (approx. 144 sq. ft.)
5. (1) Steel Silo
6. (1) Concrete Silo
7. (1) Gambrel roofed barn (approx. 1,600 sq. ft.)
8. (1) Wood shed (approx. 360 sq. ft.)
9. (1) Wood shed (approx. 200 sq. ft.)
10. (1) Wood shed (approx. 24 sq. ft.)

Proposal shall include a separate cost for each structure.

NOT INCLUDED IN THIS RFP IS THE WOOD BARN WITH THE RED METAL ROOF (approx. 2,312 sq. ft.)

PROJECT SPECIFICATIONS

Permits:

Proposer shall be responsible to ensure that all Building and Plumbing permits are obtained for demolition work in accordance with City of Franklin ordinances. Proposer shall pay all required permit fees.

Asbestos:

The Proposer shall employ or provide an asbestos abatement contractor to do an onsite assessment of the buildings to determine the presence of asbestos containing materials (ACM). All identified ACM shall be properly removed in accordance with the State of Wisconsin regulations. The asbestos abatement contractor shall be responsible to complete the required forms and notification to the Wisconsin Department of Natural Resources.

Erosion Control:

Erosion control measures shall be installed in accordance with State Code and shall remain in place until the disturbed areas are re-graded to match existing grades and replanted with grass and covered with straw. All erosion control measures shall be approved by the building inspector prior to commencing demolition work.

Sanitary Facilities:

Sanitary facilities shall be required for on-site workers.

Hours of Demolition:

All work shall be performed during the hours of 7am to 7pm Monday thru Saturday.

Dust Control:

Dust control measures shall be employed at all times.

Site Security:

The demolition area is required to be fenced or secured to prevent public access. The existing fence and swing gate along the W. Loomis Road right-of-way that fronts the property may serve as acceptable security for the property provided both are maintained in good working condition throughout the project.

Disposal of Waste:

All waste materials shall be removed from the site. Burning of waste materials on-site shall be prohibited.

Utilities:

Proposer shall be responsible to have all utilities disconnected, removed and properly abandoned at each building prior to demolition work. This shall include electrical, natural gas or heating oil and storage tank/s and sewer and water laterals. Wells or septic systems must be abandoned per the State of Wisconsin and City of Franklin Plumbing Codes. Water and sewer laterals in the public right-of-way shall be abandoned in accordance with the City of Franklin Water and Sewer Utility requirements.

Demolition Methods:

Special demolition methods utilizing explosives shall not be permitted.

Operation of Vehicles:

The Successful Proposer shall operate all company vehicles in a manner so as to not impede traffic flow on City streets.

Site Restoration:

Each building demolition site shall be re-graded after demolition to match the existing grades on-site and all disturbed areas shall be replanted with grass seed covered with straw.

Assignments or Subcontracting:

For all work, other than asbestos abatement and utility abandonments, the Successful Proposer shall not assign, subcontract or otherwise transfer its duties and/or obligations under this proposal, without prior written consent of the City. If the Proposer anticipates that it will need to subcontract its duties in order to fulfill the Contract requirements, that information must be disclosed in the Proposer's response. It is

anticipated that there will be asbestos containing materials in the buildings and that septic system and well abandonment work will need to be done as part of this demolition work.

Breach of Contract and City's Right to Terminate Contract:

In the event that any of the provisions of this proposal and/or resulting contract are breached by the Successful Proposer, the City shall give written notice to the Successful Proposer of the breach or pattern of behavior that constitutes the breach and allow the Successful Proposer to resolve the breach or pattern of behavior that constitutes the breach within ten (10) calendar days of Successful Proposer's receipt of notice. If the breach or pattern of behavior is not resolved, then the Director of Administration for the City of Franklin shall have the right to cancel any contract by sending written notice to the Successful Proposer of the cancellation. If the Successful Proposer should be judged bankrupt, if it should make a general assignment for the benefit of its creditors, if a receiver should be appointed on account of its insolvency, if it should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, if it should persistently disregard laws of the State of Wisconsin and/or ordinances of the City, or if it fails to comply and fulfill its obligations under any provision of the contract resulting from its proposal, the City may, without prejudice to any other right or remedy, terminate the contract immediately. If the Successful Proposer fails to perform or complete the demolition and clean-up of the residential building as agreed or otherwise breaches its duties under this RFP or the resulting contract, the Successful Proposer shall be responsible for any and all costs the City incurs in obtaining satisfactory performance of the project and/or litigation costs and attorneys fees to enforce its rights under the proposal and this contract. Such relief shall be in addition to any other legal and equitable remedies available to the City.

Insurance:

The Contractor shall, during the term of the Agreement, maintain insurance coverage with an authorized insurance carrier acceptable to the City in amounts at least equal to the minimum limits set forth below:

- A. *Limit of General/Commercial Liability* \$2,000,000
- B. *Automobile Liability; Bodily Injury/Property Damage* \$1,000,000
- C. *Excess Liability for General* \$2,000,000
- D. *Worker's Compensation per statute Employers' Liability*

Certificates of insurance evidencing the above shall be delivered to the City of Franklin upon execution of this Agreement and shall provide that such coverage may not be cancelled or amended without 30 days prior written notice to the client and naming Client as an additional insured for General Liability.

Contact:

Questions on the project or proposal shall be directed to W. Scott Satula, Director of Inspection Services, at 414-425-0084.

Submittal Date:

Proposals shall be returned to the City of Franklin Inspection Services Department 9229 W. Loomis Road, Franklin WI 53132, no later than 10:00 AM on July 1, 2019. Proposals shall be clearly marked "**Building Demolition — 8661 W. Loomis Road**". Proposers having questions regarding this RFP should request clarification from the City before submitting a proposal. Negligence or inattention of the Proposer in filing a proposal, or in any phase of the performance of the work, shall be grounds for refusal of the City to agree to additional compensation. Proposal should include any cost to obtain necessary permits and materials as to provide compliance with the law and this proposal.

Contract Execution:

The Proposer to whom the Contract is awarded shall, within ten (10) calendar days after the notice of award, enter into a written contract with the City the form of which is attached. Failure to execute a contract will be considered abandonment of the award and the City shall have no further obligation to that Proposer.

Incurring Costs:

The City is not liable for any costs incurred by Proposer prior to the issuance of a contract. The Successful Proposer shall furnish all labor materials, supplies, devices, or tools needed to perform the required services. The Proposer will not be entitled to additional compensation if it later determines that conditions require methods or equipment other than those anticipated in making its proposal. In addition, the Successful Proposer shall provide all vehicles and other equipment and material necessary for the work. Proposers having questions regarding this RFP should request clarification from the City before submitting a proposal. Negligence or inattention of the Proposer in filing a proposal, or in any phase of the performance of the work, shall be grounds for refusal of the City to agree to additional compensation. Proposal should include any cost to obtain necessary permits and materials as to provide compliance with the law and this proposal.

Acceptance of Proposal:

All Proposers understand that the City reserves the right to accept or reject any and/or all proposals, to waive any irregularities and/or errors in the proposals, negotiate with any Proposer, or to select the proposal(s), or portions thereof, most advantageous to the City. The Successful Proposer agrees that this proposal shall be good, may not be withdrawn and may be accepted by the City for a period of sixty (60) calendar days after the scheduled closing time for receiving proposals. Upon receipt of a written Notice of Award of the Proposal, the Successful Proposer shall execute a formal Contract Agreement within ten (10) calendar days.

I hereby submit the following as my Company's proposal, with the understanding that if my proposal, or portion thereof, is accepted, I will execute a written contract with the City of Franklin which will embody the terms as outlined in the request for proposals. I further agree to meet all of the requirements and provide all of the services for the work as outlined in this proposal.

PROPOSER

Company _____

Address _____

Phone _____

Authorized Agent _____

Signature _____

Title _____

Date _____

AGREEMENT

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CITY") and _____ (hereinafter "CONTRACTOR"), whose principal place of business is _____

WITNESSETH

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of the CITY, it is necessary and advisable to obtain the services of the CONTRACTOR to provide _____

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, the CITY and the CONTRACTOR agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

A. The CONTRACTOR shall provide services to the CITY for _____ as described in The CONTRACTOR's proposal to the CITY dated _____, which is attached and incorporated herein as Attachment A.

B. The CONTRACTOR shall serve as the CITY's professional representative in matters to which this AGREEMENT applies. The CONTRACTOR is not guaranteed to be the CITY's sole representative in such matters, and the CITY is not restricted from engaging other professional service consultants to address such matters as the CITY shall determine is appropriate.

C. [Option 1] The CONTRACTOR may not employ the services of outside consultants and subcontractors to complete work under this AGREEMENT.

[Option 2] The CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by the CONTRACTOR to complete work under this AGREEMENT following approval by the CITY for each such type of use. _____

D. The CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to (if allowed for herein), the CONTRACTOR and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONTRACTOR as employer. The CITY understands that express AGREEMENTS may exist between the CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

Comment [ML1]: FILE IN EACH BLANK SPACE OR MAKE THE NECESSARY SELECTION OF OPTIONS AS IDENTIFIED IN EACH COMMENT.

AS EACH COMMENT IS ADDRESSED, DELETE THE COMMENT BOX. AT THE END OF THE PROCESS, YOU WILL BE LEFT WITH A BASIC, BOILER PLATE CONTRACT.

REMEMBER. EVERY CONTRACT OR SERVICE CAN BE DIFFERENT AND REQUIRE EXTRA SECTIONS SPECIFIC TO THAT SERVICE. THEY CAN BE ADDED TO THE "MISCELLANEOUS PROVISIONS" OR AS A NEW ROMAN NUMERAL OR AS OTHERWISE APPROPRIATE.

Comment [ML2]: Use the full, complete legal name of the business.

Comment [ML3]: Insert the address of the business

Comment [ML4]: This phrase can be made more specific, such as "quarry monitoring service contractor."

Comment [ML5]: Insert a brief description of the service being provided.

Comment [ML6]: Add a brief description or title of the services

Comment [ML7]: Proposal? What term did the Contractor use on their document. The term "proposal" can be changed to reflect the term on the contractor's document.

Comment [ML8]: Make sure to label their proposal and attach.

IF the services are fully described in this section and there is no separate proposal document, delete references to Attachment A throughout this document.

Comment [ML9]: Pick one option and delete the other.

II. FEES AND PAYMENTS

The CITY agrees to pay the CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of \$ _____] [a fixed fee of \$ _____], subject to the terms detailed below:

- A. The CONTRACTOR may bill the CITY and be paid for all work satisfactorily completed hereunder on a monthly basis following submission of an invoice and appropriate supporting documentation, such as hours worked and type of work completed, to substantiate the invoice. The CITY agrees to pay the CONTRACTOR's invoice, if undisputed, within 30 days of invoice date for all approved work.
- B. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services, which is inclusive of all expenses, without written authorization from the CITY to perform work over and above that described in the original AGREEMENT.
- C. In addition to the fees identified above, the CONTRACTOR may invoice and receive reimbursement for itemized charges for materials or other direct charges paid for by the CONTRACTOR.
- D. The cost of all services and reimbursable expenses, if any, to be provided under this agreement shall not exceed \$ _____, without amendment of this agreement.
- E. Should the CITY find deficiencies in work performed or reported, it will notify the CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report, and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving the CITY's notice, which period may be extended by mutual agreement of the CONTRACTOR and the CITY's representative identified in Subsection IV A. below. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY.
- F. Travel time to CITY locations is not chargeable time.

Comment [ML10]: Pick a method or insert the alternate method being used.

Comment [ML11]: If there are different benchmarks or fixed-dates for payments, modify this section accordingly. For example, some contracts may not provide for partial or monthly payments.

Comment [ML12]: If you are looking for something specific with each invoice, include it here.

Comment [ML13]: Since we can withhold payment of disputed claims, the CONTRACTOR may require the following to be inserted here: "Alternatively, the CITY shall notify the CONTRACTOR of any disputes to an invoice, and the nature of the dispute, within thirty (30) days of receipt of the invoice."

Comment [ML14]: Is the proposal inclusive or exclusive of expenses? If inclusive, retain this phrase. If reimbursement of expenses is allowed delete this phrase and retain "C" below.

Comment [ML15]: Delete this section if the reimbursement for expenses are not allowed.

Comment [ML16]: If the fees are "at standard billing rates" or reimbursables apply, add this section. It is generally important and good risk management, that some total budget cap be set. If the project is "Not-to-exceed" or a fixed fee and there are no reimbursables then this section is not needed.

Comment [ML17]: If costs are hourly-based or reimbursables are allowed, address travel time. Generally, the City prefers not to pay travel time or, maybe, pay travel time just one way.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. This AGREEMENT may only be amended by written instrument signed by both the CITY and the CONTRACTOR.
- B. The CITY may, in writing, request changes in the Basic Services required to be performed by the CONTRACTOR and require specification of incremental or decremental costs or the basis for such incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, the CONTRACTOR shall submit a "Change Order Request Form" to the CITY for authorization, notice to proceed, and signature. The CITY may return such to the CONTRACTOR to finalize acceptance of the change order. Any claim by the CONTRACTOR for an adjustment hereunder

that applies the basis for any cost changes must be made to the CITY in writing, and with appropriate supporting documentation, no later than forty-five (45) days after receipt by the CONTRACTOR of approved change order from the CITY, unless a different deadline is provided for within the approved change order.

IV. ASSISTANCE AND CONTROL

- A. _____ (Name and Title) _____, acting on behalf of the CITY, will be responsible for communication within the CITY's organization as related to all issues originating under this AGREEMENT and will monitor, evaluate, and coordinate the work of the CONTRACTOR.
- B. The CITY will timely provide the CONTRACTOR with information in its possession related to the PROJECT as mutually deemed necessary and pertinent.
- C. The CONTRACTOR will appoint, subject to the approval by the CITY, _____ (Name and Title) _____ as the CONTRACTOR's Project Manager and may appoint other key providers of the Basic Services. Substitution of other staff may occur only with the consent of the CITY.

Comment [ML18]: This is the City staff member responsible for overseeing the work under contract.

Comment [ML19]: Negotiable, but we prefer to have some control over who the contractor uses on our premises.

Comment [ML20]: Some Contractors want to use a specific term for their person, such as "Account Manager." Adjust accordingly.

V. TERMINATION

- A. [This AGREEMENT may be terminated by the CITY, for its convenience, for any or no reason, upon written notice to the CONTRACTOR. This AGREEMENT may be terminated by the CONTRACTOR upon thirty (30) days written notice. Upon such termination by the CITY, the CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate the CONTRACTOR for all approved and performed work up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, the CONTRACTOR shall deliver to the CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that the CONTRACTOR may have accumulated. Such material is to be delivered to the CITY whether in completed form or in process.
- C. The rights and remedies of the CITY and the CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.
- D. Failure to maintain the designated staff (as identified herein and in the CONTRACTOR'S original proposal) or such similarly qualified staff as determined by the CITY may lead to termination of the agreement, as determined by the CITY _____

Comment [ML21]: If the CONTRACTOR demands more parity, these two sentences could be stated as "This AGREEMENT may be terminated by either party to this AGREEMENT upon thirty (30) days written notice."

Comment [ML22]: If specifics of staffing is not necessary, delete this section.

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

<p>A. General/Commercial Liability</p>	<p>\$1,000,000 per each occurrence \$2,000,000 per annual or general aggregate, and \$2,000,000 products/completed operations aggregate</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis.</p>
<p>B. Automobile Liability</p>	<p>\$1,000,000 combined single limit (together with excess or umbrella coverage with a combined minimum limit of \$5,000,000)</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis and shall receive a waiver of subrogation in favor of the Owner.</p>
<p>C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability</p>	<p>\$4,000,000 or in the event the general/commercial liability coverage limits exceed the minimum amount stipulated in "A" above, such lesser amount as is necessary to achieve a total of \$5,000,000 in coverage between the general/commercial liability and umbrella or excess liability coverage.</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis.</p>
<p>D. Worker's Compensation and Employers' Liability</p>	<p>CONTRACTOR shall maintain at levels as required by the State of Wisconsin,</p> <p>The coverage shall provide a waiver of worker's compensation subrogation and/or any rights of recovery allowed under any worker's compensation law, both in favor of the Owner.</p>
<p>E. Errors and Omissions (Professional Liability)</p>	<p>\$1,000,000 per claim \$2,000,000 annual aggregate</p>
<p>F. Builders Risk Insurance (Property Coverage)</p>	<p>Note: The CONTRACTOR shall recommend amount of coverage necessary to complete the project should a loss of any type occur. Used to cover property in transit, property stored on the project work</p>

Comment [ML23]: Negotiable, but contact Mark Luberdia for changes. THESE MAY BE REDUCED MORE EASILY IF "C" below MAINTAINS THE COMBINED TOTAL OF \$5,000,000.

Comment [ML24]: Large projects may require higher levels. Please contact Mark Luberdia

Comment [ML25]: Large projects may require higher levels. Please contact Mark Luberdia

Comment [ML26]: Retain "Automobile Liability" if applicable

Comment [ML27]: Add/Retain this section for professional services, such as but not limited to Architects, Engineers, and Design professionals, or whenever such services are part of a construction project.

Comment [ML28]: Add/Retain this section for construction Contractors where they will have a lot of equipment on site.

_____ sites, and property stored off the project work sites. _____

Comment [ML29]: Replace with a number after discussion with Contractor.

NOTE: _____

Comment [ML30]: In special construction circumstances, other coverages like Pollution Liability or Aircraft liability and Watercraft liability may. Otherwise delete "NOTE."

Upon the execution of this AGREEMENT, the CONTRACTOR shall supply the CITY with a suitable statement (Certificate of Liability Insurance) and any Additional Insured Policy Endorsements, in a form acceptable to the CITY, certifying said protection and defining the terms of the policy issued and naming the CITY as an additional insured for General/Commercial Liability and Automobile Liability and Umbrella or Excess Liability and Property Coverage. The CITY shall be listed as "The City of Franklin, including its employees and its elected or appointed officials."

Comment [ML31]: Delete if not applicable, per above.

All subcontractors shall be required to obtain commensurate coverages which shall be as broad as those noted above for CONTRACTOR. If subcontractor employees are not covered by workers compensation or by CONTRACTOR'S worker's compensation, the subcontractor shall provide employer's liability insurance for the protection of subcontractor's employees, which coverage limits shall at least be \$100,000 for bodily injury by accident/each accident; \$500,000 bodily injury by disease/policy limit; and \$100,00 bodily injury by disease/each employee.

Comment [ML32]: Delete sentence if subcontractors are prohibited as a term of the contract.

If said policies are thereafter canceled, permitted to expire, or changed, the CONTRACTOR shall immediately notify the CITY and shall immediately cease all work until such replacement policies meeting the requirements of this AGREEMENT and of the CITY are fully in place and in force and all required documentation and certificates are provided to the CITY.

The CITY'S acceptance of certificates or original insurance policies or both and the allowance to commence work does not release the CONTRACTOR, nor the CONTRACTOR'S subcontractors, from the required level of insurance and required level of security and protection provided the CITY by the insurance requirements set forth herein. In the event the CONTRACTOR fails to ensure the CONTRACTOR and all subcontractors are insured and continue to remain insured, the CONTRACTOR shall indemnify and hold the Owner and its officers and employees harmless against any claim or suit and against any costs, losses, and damages (including but not limited to reasonable fees and charges of attorneys or other professionals and reasonable court or arbitration or other dispute resolution costs). The entire obligation to ensure required coverage for all subcontractors shall remain with the CONTRACTOR; and the CITY, for any reason including but not limited to not being in possession of documentation or certificates of liability, shall not, in any way, have or share any obligation or responsibility to ensure CONTRACTOR and subcontractors have the required insurance coverage.

Comment [ML33]: Retain this sentence for larger or more significant contracts.

Acceptability of Insurers: Insurance shall be placed with insurers who are authorized as an admitted insurance company in the State of Wisconsin. Insurance shall be placed with insurers who have a Best's Insurance Reports rating of no less than A and a Financial Size Category of no less than Class VI.

Comment [ML34]: This section is trickier.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- 1) EVERY CONTRACT MUST RETAIN "A".
- 2) The City's first choice is to also retain "B." and "C" and then delete "D", "E", and "F". Start with offering that.
- 3) If "B" and "C" are unacceptable, "B" and "C" can be deleted AND replaced with "C", "D", and "E".
- 4) "F" is usually deleted.

A. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the CITY or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes §893.80, §895.52, and §345.05. To the extent that indemnification is available and enforceable, neither the CITY nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

NOTE: For smaller contracts the customer may seek limits to their liability (often limited to the value of the contract itself) in place of "D", "E", and "F". These may be negotiated in some instances, but any such language should be approved by Mark Luberda or the City Attorney.

- B. The CONTRACTOR warrants each of the following:
1. No document(s) used for the project requires the CITY or its insurer to indemnify and/or hold harmless any party to the contract for any reason.
 2. No document(s) used for the project requires the CITY or its insurer to waive subrogation for any liability, workers compensation or property policy.
 3. The documents used for the project shall not contain any wording limiting the financial responsibility of the CONTRACTOR.
- C. The CONTRACTOR shall well and truly save and indemnify and keep harmless the CITY against all liability, judgments, costs and expenses, which may in any way result from the carelessness or neglect of the said CONTRACTOR, or the agents, employees or workmen of said CONTRACTOR in any respect whatsoever.
- D. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY, the CITY'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CONTRACTOR or the CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of the CONTRACTOR'S services under this AGREEMENT.
- E. To the fullest extent permitted by law, the CITY shall indemnify and hold harmless the CONTRACTOR, the CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CITY or the CITY'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- F. To the fullest extent permitted by law, the CONTRACTOR'S total liability to the CITY and anyone claiming by, through, or under the CITY for any injuries, losses, damages and expenses caused in part by the negligence of the CONTRACTOR and in part by the negligence of the CITY or any other negligent entity or individual, shall not exceed the percentage share that the CONTRACTOR'S negligence bears to the total negligence of the CITY, the CONTRACTOR, and all other negligent entities and individuals.
- G. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, the CITY shall indemnify and hold harmless the CONTRACTOR and the CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate the CITY to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

Comment [ML35]: Delete entire section "F" if a potential "Hazardous Environmental Condition" is not a consideration.

VIII. TIME FOR COMPLETION

The CONTRACTOR shall commence work promptly and diligently upon execution of this AGREEMENT.

Comment [ML36]: Select one of the first two following sentences and delete the other. OR, describe any special circumstances as to when they start and how long they have to complete the project.

The CONTRACTOR shall commence work within _____ days following receipt of a Notice to Proceed from the CITY.

The CONTRACTOR shall complete the work [ADD TEXT]

Comment [ML37]: If a timeline is involved complete the section with a description of how long or until when they have to do the work. If there is no deadline, the sentence can be removed

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

Comment [ML38]: Arbitration language is a possibility if requested, but not Jesse's favorite. Consult with Jesse if altering this section.

X. RECORDS RETENTION

Unless other required herein, the CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to the CITY for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism: The CONTRACTOR stipulates that the same degree of care, skill, and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law: Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by the CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest: The CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. The CONTRACTOR warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CITY review and written approval is required for the CONTRACTOR to continue to perform work under this AGREEMENT. Additionally, the CONTRACTOR shall not take an action or

provide to an individual any item that confers a personal benefit upon an employee or officer of the CITY.

D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party. Such limitation, however, shall not prohibit any individual from applying for or being awarded a position advertised as part of the CITY's Civil Service System, as provided for by Wisconsin Statutes and incorporated into the Municipal Code of the City of Franklin.

Comment [ML39]: Generally the City prefers to simply exclude this section; however, some contractors want such a section. This section as a whole is, therefore, negotiable if requested. If so, the last sentence providing the Civil Service limitation MUST be retained and is not negotiable.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

Stephen R. Olson, Mayor Dated

Sandra L. Wesolowski, City Clerk Dated

Paul Rotzenberg, Director of Finance Dated
And Treasurer

APPROVED AS TO FORM:

Jesse A. Wesolowski, City Attorney Dated
And Treasurer

BY: _____
Dated

PRINT NAME: _____

TITLE: _____

BY: _____
Dated

PRINT NAME: _____

TITLE: _____

BY: _____
Dated

PRINT NAME: _____

TITLE: _____

Comment [ML40]: Use the full and Complete Business Name.
The Company should have the contract signed by three officers of the Company.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/18/2019
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REPORTS & RECOMMENDATIONS	Award of Contract for the City Hall Roof, HVAC, and Fascia Wood Replacement Project to Selzer-Ornst Construction Company, the Lowest Responsible Bidder	ITEM NUMBER B.20.
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In accordance with the notice of bids, the City opened bids for the City Hall Roof, HVAC, and Fascia Wood Replacement Project on June 3, 2019. Only one bid was received. The good news is that the bid was favorable as compared to the pre-bid estimates. That bid was received by Selzer-Ornst Construction Company, using the subcontractors as identified on the attached page.

Attached is the full bid tabulation. Following is a summary of the pre-bid estimates and the primary bid components as received.

	Estimate	Selzer-Ornst Bid
Total Base Bid	\$1,677,210	\$1,281,500
Alt #1 Canopies over 3 Additional Doors	\$24,705	\$48,000
Alt #2 Open Air Canopy Over Main Entrance	\$115,755	\$115,000
Alt#3 New Enclosed Entry Vestibule at Main Entrance	\$208,730	\$300,000
Alt #4 Nichiha Panel System in Lieu of Hardie Panels	\$47,388	\$58,000
Alt #5 Roof Warranty Upgrade to 30 Years	\$28,316	\$5,400
Alt #6 Roof Areas 2 & 3 Upgrade Roof system to Provide a Hail Rider Warranty		\$39,000
Alt #7 Landscape for Base Bid	In base	\$12,500
Alt #8 Landscape for Alternate 2 & 3	In Alternate	\$8,000

To reduce the potential cost of change orders in the event damaged material is discovered underneath the existing roofs during the removal process, the following items were also quoted as alternates on a unit price basis: 2" x 4" wood blocking, 2" x 6" wood blocking, 2" x 8" wood blocking, 2" x 10" wood blocking, 2" x 12" wood blocking, repair of steel roof decking per sq/ft., replacement of steel roof decking per sq/ft., replace 5/8" gypsum board per sq/ft., and hourly services for such work for roofer, carpenter, mason, or plumber.

The budget for the project is \$1,775,000.

OPTION 1: In order of priority the following costs and Alternates could be awarded within the budget.

Approved Professional Services Phase 1	\$38,620
Approved Professional Services Phase 2	\$139,900
Direct City Costs of Staging and Misc	\$14,980
Base Bid	\$1,281,500
Alt#3 New Enclosed Entry Vestibule at Main Entrance	\$300,000
Total	\$1,775,000

OPTION 2: The Director of Administration recommends adding the following:

Construction Contingency (10%)	\$158,150
Alt #1 Canopies Over 3 Additional Doors	\$48,000
Alt #5 Roof Warranty Upgrade to 30 Years	\$5,400
Total from Option 1	\$1,775,000
Total	1,986,550

This is \$211,550 over the adopted budget, which was an early rough estimate, if 100% of the contingency is used. The project could be awarded using \$38,420 in Capital Improvement Fund contingency appropriations and directing the Finance director to prepare a future modification to provide funding for the project contingency (\$158,150) and direct City costs (\$14,980). The funding could be proposed to come from future borrowing or, more appropriately, from the 2018 surplus that was returned to the bottom line of the General Fund. If using the surplus, the budget modification would include a transfer from the General Fund to the Capital Improvement Fund.

Note: Because of the timing of the construction, the landscaping at \$20,500 was removed, which would require it to be added to the 2020 budget as a separate City project in 2020. Alternatively, the use of Capital Improvement Fund Contingency could be increased to \$58,920 (as shown in the recommended motion below). It was incorporated into the motion below because the landscape architect for the project believes the pricing received for the landscaping was very favorable.

OPTION 3: If the Common Council wants to adhere closer to the original budget estimate, including construction contingencies, the open air canopy over the main entrance could be selected in place of the enhanced enclosed entrance. When adjusting Option 2 (without landscaping) for the 10% contingency, the reduction from the recommended project would be \$203,500 (-\$300,000-\$30,000+\$115,000+\$11,500), leaving a total project estimate of \$1,783,050 which requires Capital Improvement Fund Contingency appropriations of just \$8,050.

COUNCIL ACTION REQUESTED

Motion to Award the bid for the City Hall Roof, HVAC, and Fascia Wood Replacement Project to Selzer-Ornst Construction Company as per Option 2 above, but including landscaping, applying \$58,920 of Capital Improvement Fund contingency appropriations and directing the Finance Director to prepare and bring forward a budget modification to identify and appropriate funding sufficient for \$173,130 toward project contingencies and direct City costs.

Names of Bidder	Total Bid w/ All Alternates	Item 11 - 2x6 Wood Blocking at Exist. Roof		Item 12 - 2x8 Wood Blocking at Exist. Roof		Item 13 - 2x10 Wood Blocking at Exist. Roof		Item 14 - 2x12 Wood Blocking at Exist. Roof		Item 15 - Steel Deck Repairs		Item 16 - Steel Deck Replacement		Item 17 - 6yp. Board Replacement at Roof		Item 18 - Roofer Repair of Latent conditions or additional work		Item 19 - Carpenter Repair of Latent conditions or additional work		Item 20 - Mason Repair of Latent conditions or additional work		Item 21 - Plumber Repair of Latent conditions or additional work	
		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Seltzer Ornst	\$1,867,400	\$6.00		\$6.50		\$7.00		\$8.00		\$12.00		\$12.00		\$1.80		\$100.00		\$110.00		\$110.00		\$110.00	
	Unit Prices - Lump Sum, LF, SF, T&M																						
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June 13th, 2019

Chris Hau
Quorum Architects

RE: Subcontractor List

Chris:

Please see below for Selzer-Ornst's Proposed Subcontractors List:

Demolition	Selzer-Ornst (Self-Perform)
Concrete	Ed Praeger & Sons or Titan Building Co
Steel	Duwe Metals or Badger Railing
Carpentry	Selzer-Ornst (Self-Perform)
Roofing	MM Schranz Roofing or Cudahy Roofing
Glass	Glassworks or Sheboygan Glass
Drywall	Selzer-Ornst (Self-Perform)
Ceilings	Selzer-Ornst (Self-Perform)
Painting	Craftmaster or Olympic Co
Plumbing	Cornerstone One or Milwaukee Plumbing
HVAC	JM Brennan or Eckhart Kenosha Samsung VRF/Mitsubishi City Multi HVAC System
Electrical	Lemberg Electric or Pieper Power
Landscaping	Trees on the Move or Greenfield Landscaping

If you have any questions or concerns, please let me know.

Thank you

Brett Reynolds



City Hall Entry - Option A2





City Hall Entry - Option A3



Name of Bidder	Total Bid w/ All Alternates	Bid Bond	Item 1 - Roof Replacement HVAC Replacements Fans Replacements Entry Canopies		Item 2 - Add Alternate 1 - 3 additional Entry Canopies		Item 3 - Add Alternate 2 - New Open Air Canopy at Main Entry		Item 4 - Add Alternate 3 - New Enclosed Vestibule at Main Entry		Item 5 - Alternate 4 - Nichia Panel System in Lieu of Handle Panel System		Item 6 - Add Alternate 5 - Upgrade Roof areas 2 & 3 to 30 Yr Warranty		Item 7 - Add Alternate 6 - Upgrade Roof 2&3 to provide full Riser Warranty		Item 9 - Add Alternate 8 - Landscaping for Alternate 2 and 3 Canopies	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Seltzer Onst	\$1,867,400	10%		\$1,281,500		\$48,000		\$115,000		\$300,000		\$58,000		\$5,400		\$39,000		\$8,000
Unit Prices - Lump Sum - LF, SF, T&M																		

Scenario 1

Subtotal	\$1,281,500	\$48,000	\$115,000	\$300,000	\$58,000	\$5,400	\$39,000	\$8,000
Total Bid - Scenario 1 (Open air canopy over City Hall Entry)	\$1,509,400							
Contingency	\$150,940							
with Contingency	\$1,660,340							

Scenario 1A

Subtotal	\$1,281,500	\$48,000	\$115,000	\$300,000	\$58,000	\$5,400	\$39,000	\$8,000
Total Bid - Scenario 1 (Open air canopy over City Hall Entry with Nichia Panels)	\$1,567,400							
Contingency	\$156,740							
with Contingency	\$1,724,140							

Scenario 2

Subtotal	\$1,281,500	\$48,000	\$115,000	\$300,000	\$58,000	\$5,400	\$39,000	\$8,000
Total Bid - Scenario 2 (Enclosed Vestibule at City Hall Entry)	\$1,694,400							
Contingency	\$169,440							
with Contingency	\$1,863,840							

Scenario 2A

Subtotal	\$1,281,500	\$48,000	\$115,000	\$300,000	\$58,000	\$5,400	\$39,000	\$8,000
Total Bid - Scenario 2 (Enclosed Vestibule at City Hall Entry with Nichia Panels)	\$1,752,400							
Contingency	\$175,240							
with Contingency	\$1,927,640							

Scenario 3

Subtotal	\$1,281,500	\$48,000	\$115,000	\$300,000	\$58,000	\$5,400	\$39,000	\$8,000
Total Bid - Scenario 3 (Enclosed Vestibule at City Hall Entry with Nichia Panels less Hall Rider)	\$1,655,400							
Contingency	\$165,540							
with Contingency	\$1,820,940							

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/18/2019
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REPORTS & RECOMMENDATIONS	Award of Common Council Sound and Video System Upgrade to Metro Sound and Video	ITEM NUMBER M.21.
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The City has received detailed quotes for replacement of the sound system and replacement and integration of the projector into one system with digital controls. Prices were obtained focusing on a wireless microphone system to eliminate the multiple, bulking units underneath the dais at the City Clerk's position. During that final bid proposal development, a potential strategy for using some wired microphones was uncovered, so pricing was obtained for that as well.

Five (5) vendors were invited to apply. One larger firm declined because they will only do design-build strategies and will no longer respond to bids or RFPs. A second declined due to lack of a qualifying wireless system to quote.

Following are the general results:

Vendors	Wireless Mic Solution	Wired Mic Solution
Heartland Business Systems	\$68,955.00	no submission
Professional Audio Design	\$56,425.21	\$41,158
Metro Sound and Video	\$48,800.00	\$35,470

(Metro Sounds Wired Mic Solution is \$37,410 + \$3,850 + \$8,540 - \$14,330 = \$35,470)

The wired microphone solution is clearly the most economical and staff recommends further consideration of this approach. The remaining discussion will focus on this approach.

The wired mic solution replaces all of the microphones at the dais with microphones with a similar look and feel to the current microphones. The two mixers are replaced and each will have echo cancellation capabilities. There will also be two rechargeable wireless gooseneck microphones for the staff table, one rechargeable handheld wireless microphone for use at both the public comment stand and staff table, one additional battery-operated wireless handheld microphone, and one lavalier microphone. This will increase our overall capabilities for greater efficiency and flexibility. The existing ceiling speakers, including those in the Hearing Room and Aldermen's Room, and ceiling microphones will be retained.

The project will also link the desktop computer, the new projector, and the sound system through one digital control panel. The project anticipates the City purchasing a tablet that can be used as a second, remote system controller. There will likely be some miscellaneous network pieces that the City needs to acquire separately, for example if the computer is connected wirelessly to the system.

Between the two wired microphone proposals, the microphones proposed are largely similar and from the same manufacturer, but there are some differences in manufacturers in the other major components, such as the controllers, digital signal processors, amplifiers, and projector. The Mayor has experience in audio visual systems and recommends that, as a package deal, the differences in

equipment do not justify the nearly 16% increase between pricing (even when adjusting for an additional approximately \$600 cabinet that Professional Audio included). Therefore, staff recommends the project with Metro Sound & Video be pursued.

However, before executing the contract, the Director of Administration wants to bring Metro Sound & Video on site and walk through the proposal and make sure everything they have submitted leaves nothing incomplete. They have not yet visited the site. It is important to know that the City is satisfied the wired solution meets are expectations and that they are positive they are not missing any components. Additionally, it is necessary to give them an opportunity to review the base form of the agreement.

Due to a trade show, their staff is unavailable to meet to resolve these issues in advance of the Common Council meeting. Anticipating that the Common Council wants this to move forward as quickly as possible, this Council Action Sheet is drafted to provide contingent approvals instead of waiting for the next meeting for final approvals. If the Common Council wants all of these final issues resolved before awarding the contract, then the item should be laid over until the next meeting. If the wired solution is ultimately determined to be problematic, the item will be brought back to the Common Council prior to execution of the contract.

Attached is the "Price Quote Submission Form" from Metro Sound & Video. Following that is the full "Request for Price Quotes" document that was provided to the vendors. If Aldermen wish to see the full materials and product listing and product specification sheets associated with their submission, please contact the Director of Administration. Also attached is the new services contract template that will be completed to incorporate their submission materials and the items awarded after final action by the Common Council.

Fiscal Note: The project was carried forward into the 2019 Municipal Buildings budget with a remaining balance available of \$32,165. The contract with Metro Sound & Video would be \$35,470. The Director of Administration recommends a contingency on the project of \$2,000, largely for any direct City costs, but some could also be used if the pre-contract review identifies limited additional needs, such as the existing cabinet doesn't work (\$1,000 is included in the motion below just in case). Therefore, \$5,305 of the appropriation set aside in the Capital Outlay fund for "Planned spending pending additional consideration" could be designated for this effort. [Note that one of the handheld microphones and the lavalier were bid as an alternate and could be eliminated thereby saving \$2,480.]

COUNCIL ACTION REQUESTED

Motion to authorize the approval of a contract with Metro Sound and Video for a Common Council sound system and integrated video system for an amount not-to-exceed \$36,470 contingent upon a site visit by Metro Sound and Video, final design and contract review by the Director of Administration, and approval by the Mayor and to authorize use of \$5,305 of the appropriation set aside in the Capital Outlay Fund for "Planned spending pending additional consideration".



**City of Franklin Common Council Chambers Sound System
Price Quote Submission Form**

Project Price Quote: Description and Scope: Please complete the price quotation form below.

Audio Project Price Quote:

1. Amount for Audio Project base quote including all equipment, supplies, and installation: **System Total: \$37,410**
2. Supporting Documentation:
 - A. Attach a list of all equipment to be provided as part of the base bid. The list should include the product name, manufacturer, model number, number of items, and warranty.
 - B. Attach a product specifications sheet(s) for each piece of equipment listed.
3. Per 2. B) in the "Audio Project Description and Scope" section above, the **amount of deduction** from base bid if the following items are not purchased by the City:

1 additional handheld microphone for staff	<u>Deduction for Both: -\$2,480</u>
1 lavalier type microphone	<u>(includes transceiver required for both)</u>

Video Project Price Quote:

1. Amount for new projector: **\$3,850 (Installation is included in line 2 for upgrading video system)**
2. Amount for all other equipment, supplies, and installation. **\$8,540 (includes installation of new projector above)**
3. Supporting Documentation:
 - A. Attach a list of all equipment to be provided as part of the base bid. The list should include the product name, manufacturer, model number, number of items, and warranty.
 - B. Attach a product specifications sheet(s) for each piece of equipment listed.

Portable Audio System Price Quote:

1. Amount for Bose L1 Compact System **\$930 (no setup/training included)**

Alternate Audio Project Proposal - Wired Dais Microphones Price Quote:

1. Amount of net price reduction **\$37,410 - \$23,080 = Price Reduction of \$14,330**
2. Supporting Documentation:
 - A. Attach a list of all equipment to be eliminated from the base bid and added as part of the alternate bid. The list for added items should include the product name, manufacturer, model number, number of items, and warranty.
 - B. Attach a product specifications sheet(s) for each piece of additional equipment listed.

Ongoing Services: Attach a description of the services and term for any ongoing period of support following installation. The intent is to understand the installation warranty that is being provided should problems or challenges occur after initial installation. The description should also include the hourly rate for service calls occurring after the end of the installation warranty.

Authorization of Submission:

By dating and signing below you are stipulating that you 1) are an authorized business representative for your company and 2) have the authority to commit the company to the work and prices included herein.

	June 5, 2019
Signature	Date
Brenna Kujak	President
Printed Name	Title



City of Franklin Common Council Chambers Sound System Project

Request for Price Quotes

(Released May 23, 2019)

Introduction: The City of Franklin is looking to replace much of its sound system in its Common Council Chambers. In order to provide for the easiest installation, avoid certain physical constraints of the room, and control costs, the expectation is that it will largely be a wireless microphone system that retains certain components of the current system. As a wireless microphone system using the existing speakers, there is little to no work that would result in a statutorily-required public construction project subject to sealed bids. Nonetheless, the City does intend to obtain competitive pricing from a handful of qualified vendors and will select the one that the City determines is in its best interest taking primarily into consideration cost, quality of equipment, exemplified understanding of the job, timeline, contract and purchase terms, and any other matters deemed relevant at the sole determination of the City. After a review of the proposals, one will be selected for further discussions to finalize, if necessary, a product list, implementation plan, and pricing, which would then be taken to the Common Council for approval. Proposals will remain confidential except to key City staff until such time that the Common Council addresses approval and selection of a vendor, at which time all price quotes will become a matter of public record in accordance with the law.

As a little extra background, the Director of Administration is not an AV professional but will have some experienced guidance in evaluating proposals and products and in making a recommendation to the Council. Nonetheless, the City took two steps to help ensure that the project plan is clearly and consistently understood so that everybody would provide price proposals that are easily comparable. Those two steps, in summary, were as follows. 1) release of this Request for Price Quotes in draft form to solicit comments and 2) and invitation to visit the Franklin City Hall Council Chambers in person.

Update Regarding Changes of Note in this Final Release of this Document:

- 1) Based upon comments and a further investigation of the application of the public construction bidding to this project an additional alternative bid option has been added. Each vendor may choose to include or not include this alternate in their submission. See Alternate Audio Project Proposal on page 5.
- 2) A further discussion on the existing speakers was added as item "H" on page 4.
- 3) The deadline and location for submissions was added on page 5

Following is what the City expects to be the components of the new audio and video project systems and the equipment that would need to be acquired and installed.

Audio Project Description and Scope: If you need any additional information or have questions, please feel free to reach out to the Director of Administration. Following is what the City expects to be the components of the new system and the equipment that would need to be acquired and installed.

1. The City's two current, ancient mixers would be replaced. The City understands 2 new audio DSPs (such as an Extron 60-1179-011 or better) would be needed based upon the anticipated inputs needed as listed in #2. The DSPs must have some sort of echo cancellation capability or attachment. (If there is a technology or single product solution that addresses the needs instead of 2 DSPs, the City is open to considering it.)
2. A) Microphone-type equipment needed and to be included in the Audio Project base quote:

- 9 desktop 18" gooseneck microphones for the main dais
- 2 desktop 18" gooseneck microphones for the staff table
- 1 handheld microphone for the public comment microphone stand (we already own the stand)

NOTE: The above microphones are all to have rechargeable batteries (presumably lithium ion) and come with a docking station for each wireless transmitter. The Shure Microflex system is the product line that led to consideration of a wireless microphone strategy. The City will consider another such system that is comparable or better to the Shure Microflex system.

B) Additional Microphone-type equipment to be included in the Audio Project base quote:

The system will need to be able to accommodate the following microphone-type equipment; however, each item will only be purchased if sufficient funding is available. As such, an alternative listed price deduction is noted on the form in the event the City determines not to include these items.

- 1 additional handheld microphone for staff (Rechargeable not required, meaning it can require staff to use replaceable 9-volt batteries, for example)
- 1 lavalier type microphone (Rechargeable not required)

C) Additional existing equipment that will still need to be connected to the audio system:

2 ceiling microphones that are already hanging and appear to work fine. They appear to currently be on one control knob.

1 desktop computer that is used by staff to run videos or PowerPoints. The expectation is to be able to distribute any audio from the computer over the speaker system. It appears there is the ability to wire directly from the computer location to the anticipated location of the DSPs through an existing conduit. The Audio Project needs to be able to ensure the audio from the desktop computer plays over the existing ceiling speakers even if the City elects not to proceed with the Video Project described below. **This price should be included in the Audio Project base quote.**

[NOTE: If the vendor recommends that a wireless card be added to the computer, the City will obtain and install the wireless card outside the scope of this project.]

1 wired microphone jack in an "overflow" room across the hall. This is an existing wall jack for a microphone. If this causes problems or forces the need for a more expensive mixer or a third mixer then this will be left out and the City will assume one of the handhelds will be strong enough to cover the short span between rooms (which our current, retiring wireless microphones can).

D) Given this number of wireless microphones, the City has been advised to expect to have two active antenna and antenna distribution amplifiers to distribute the 2 x antenna to all wireless receivers. If your strategy/pricing does not include that feature, please identify it clearly in the equipment list attached to your submission. The bottom line is that the design (and pricing) needs to include the necessary quantity of access point transceivers.

3. Amplifier (replace existing) capable of handling all of the above, something at least as good as the Extron 60-1449-01.

4. As a wireless system, the City understands it will need a control processor of some sort (at least as good as an Extron 60-1414-01) and a wired 10" touch panel (Similar to or better than Extron 60-1565-02) to control the sound levels.

- A) As to control of the system, the City expects to be able to turn the system on/off, adjust individual volume controls and overall volume controls, turn the digital recorder on/off, and turn on/off a ceiling-mounted projector that is in the room from the touch pad. [Note: The existing projector is expected to be replaced at the same time. That cost is being isolated, below, as a separate video component of this project]. The City understands that it should expect to be able to use software to enable the control panel to be accessed remotely from an Ipad or similar device. (The cost of the tablet device would not be part of the proposal, as the tablet would be provided by the City.) Please be aware that investigating the proposed control processing and end user control capabilities is one thing the City will have to do before its final selection. Finding a balance between cost and capabilities will be part of our eventual review process.
- B) It is assumed that the City would need at least 2 zones: one for the council chambers and one for the current speakers in the overflow room. The plan should be expandable to a third zone should it subsequently be determined that the current speakers over the Aldermen's dais needs a separate zone than the current speakers above the citizen area of the Council Chambers. If your base proposal includes more than 2 zones, please attach an explanation to the "Supporting Documentation."

5. The system will need a quality switch/router to communicate with the network, **which cost should be included in the Audio Project base quote.** The City's IT Director anticipates that the connection to the network will be through an isolated VLAN so there shouldn't be competing traffic. The City uses HP switches (preferred brand) and routers. If there any additional network item that is needed, please reference it and include it in the price quote.

6. Miscellaneous: It is assumed the project cost proposal includes and anticipates the following:

- A) Cables and plugs needed to connect everything together.
- B) Labor to hook everything up. The selected contractor will be able to work with our IT Director who can help ensure the router installation and network connections match our protocol. He will provide the necessary IP addresses. His time will not be charged to the project.
- C) Our existing cabinet should be able to be reused, so a new cabinet does not need to be included, but we may need additional rack mounts. [NOTE: Comments on the reusability would be appreciated during any site visit]
- D) The City also anticipates that it will need to have some sort of counter or credenza on which to place the microphone charging stations, which would also not be part of the price proposal.
- E) Importantly, the City is not committed to any vendor or manufacturer's products and has only referenced certain Extron devices because those were in a preliminary scope being considered for the project before it became wireless, and it was assumed they would still work as an example for a wireless microphone strategy. **In short, Extron does not have a favored status. For the proposal price quote, you can use any manufacturer products that you believe would best serve our governmental purposes.** Overall we are looking for a quality system, but anticipate that we cannot afford a Cadillac system. Nonetheless, the City does not want to invest in low-quality equipment just to make some arbitrary budget number. Ultimately, the quality of the equipment proposed (balanced against cost) will be a factor in award of the project.
- F) Our current digital recorder (Marantz PMD580) would be retained and is already wired over to where the rack would be.

- G) The current audio system currently outputs to the following locations or devices. It is expected that all of these components will be retained and reused:
1. ceiling speakers in the Common Council Chambers,
 2. ceiling speakers (with an existing volume control knob) in the overflow room across the hall,
 3. ceiling speaker (with an existing volume control knob) in the Alderman's Room (a small office also across the hall),
 4. the digital recorder, and
 5. a transmitter for an FM assistive listening system.
- H) Although this project does not incorporate new speakers or a new speaker configuration in the Common Council Chambers, the City reserves the right 1) to discuss how a change to the speakers or speaker configuration may enhance the sound system results that can be expected from the proposed system, and 2) to negotiate and incorporate into this overall project any such potential change to the speakers or speaker configuration that the City may, at its sole discretion, determine is in the best interest of the City. Please note that audio system and components proposed for this project must NOT be dependent upon new speakers or a new speaker configuration.

Video Project Description and Scope: The City anticipates that a vendor installing a new sound system will be in the best position to simultaneously upgrade the existing video system in the Common Council Chambers as well. This project, therefore, has been expanded to include 1) rewiring the existing video system components and/or restructuring it as a wireless system to the extent possible and 2) providing and installing a new ceiling-mounted video projector.

The current video system has three ceiling-mounted HDMI-capable TVs, which will be retained and do not need replacing, that are currently only receiving RCA inputs from the multiplexer (Panasonic Data Multiplex Unit, Model No. WJ-MP204C). The multiplexer also provides an RCA feed into the ceiling-mounted Optoma projector. The projector is old and does not provide a high enough refresh rate for current applications. The projector, therefore, needs to be replaced. The multiplexer receives two inputs: one from a ceiling mounted camera (Panasonic Color CCTV Camera, Model # WV-CS954) which is controlled by a Panasonic WV-CU650 System Controller and the other is from converter box "A" that converts the desk top computer's output from HDMI to RCA for the multiplexer. Converter box "A" also forwards the desk top computer's HDMI output to converter box "B" which converts the HDMI signal to CAT 5, which goes to converter box "C" (located in the ceiling next to the projector) which converts the CAT 5 back to HDMI for the projector. The City has no faith in the existing converters.

The City is looking for an enhanced solution that incorporates a new projector, eliminates all RCA connections, and replaces the multiplexer as needed, but retains the camera and system controller. The City is open to proposals that consider rewiring everything as necessary or, alternatively, converting the system to a wireless system to the extent possible. If a wireless system is proposed, the City will be separately responsible for purchasing and installing a wireless card within the personal computer. To the extent that the Audio Project and Video Project overlap with requirements for ensuring the desktop computer audio plays through the speaker, the Video Project Quote should incorporate any savings to the Audio project if both the Audio and Video Projects are awarded.

Additional Project Terms:

1. All equipment and supplies provided by the vendor are to be new, in proper working order, and come with the manufacturer's warranty.

2. Proof of insurance for the selected vendor will be required along with designating the City as an additional insured so as to protect the City's property interests.
3. The City will require execution of a simple, standard form contract to which this Project Price Quote, including the project description and scope, is attached. Terms are subject to negotiation.
4. The City reserves the right to reject all Price Quotes; to select a Price Quote that is in the best interest of the City at its sole discretion, which may or may not be the lowest cost Price Quote; and to further negotiate with a proposer on components of their Price Quote as may be determined necessary.
5. The selected vendor will provide adequate training to ensure up to 3 City staff members are trained in the use and functions of the installed systems.

Portable Audio System: The City is also considering purchasing a portable audio system for various uses. To encourage economies of scale, the City will only accept this portion of the bid if both the Audio and Video Projects described above are also awarded. At the same time, the City reserves the right to not purchase the Portable Audio System. Vendors are not required to submit a price proposal for the Portable Audio System. Following is the desired portable audio system:

Bose L1 Compact System

Alternate Audio Project Proposal - Wired Dais Microphones: The City will also consider an alternate proposal that reduces the overall price and converts the 9 desktop 18" gooseneck microphones for the main dais from the "Audio Project Description and Scope", item 2. A) above, to wired, not wireless, microphones. Importantly, the vendor will have to do so within the physical constraints of the facility. Those constraints are generally as follows:

- 1) Any wiring for the microphones that needs to feed through to the corner of the room where the mixers (etc.) will be located must fit through the three-quarter inch conduit that extends (buried in the poured-concrete floor) from where the microphone cords on the dais currently terminate to the corner where the rack is located. It is expected that this pipe will also continue to contain the Cat 5 cable that services the desk top computer discussed above.
- 2) If a device (such as a switch, router, controller, or whatever) needs to be installed under the dais to gather or collect the wires/plugs of the 9 wired microphones it must be small (such as roughly no bigger than a shoe box) and unobtrusive; be able to be mounted underneath the dais in such a way so as to not interfere whatsoever with the officials at the dais; and not be a piece of equipment which will regularly require access by City staff for adjustments or fine tuning, etc. Eliminating the two mixers currently underneath the dais is an important component of the overall project, so anything added must not be small and not in the way.

Deadline and Location: Submissions are to be received by the City by 5:00 p.m. (CST) on Wednesday June 5th. The "Price Quote Submission Form" along with the required documentation may be delivered to Mark Luberda, Director of Administration, at the Franklin City Hall, 9229 West Loomis Road, Franklin, WI 53132 or may be emailed to him at mluberda@franklinwi.gov. The City is not responsible for emails that are not received by the City.

If you need any additional information or have questions, please feel free to reach out to the Director of Administration, Mark Luberda, at 414-659-3087.

**City of Franklin Common Council Chambers Sound System
Price Quote Submission Form**

Project Price Quote: Description and Scope: Please complete the price quotation form below.

Audio Project Price Quote:

1. Amount for Audio Project base quote including all equipment, supplies, and installation: _____
2. Supporting Documentation:
 - A. Attach a list of all equipment to be provided as part of the base bid. The list should include the product name, manufacturer, model number, number of items, and warranty.
 - B. Attach a product specifications sheet(s) for each piece of equipment listed.
3. Per 2. B) in the "Audio Project Description and Scope" section above, the **amount of deduction** from base bid if the following items are not purchased by the City:
 - 1 additional handheld microphone for staff _____
 - 1 lavalier type microphone _____

Video Project Price Quote:

1. Amount for new projector: _____
2. Amount for all other equipment, supplies, and installation. _____
3. Supporting Documentation:
 - A. Attach a list of all equipment to be provided as part of the base bid. The list should include the product name, manufacturer, model number, number of items, and warranty.
 - B. Attach a product specifications sheet(s) for each piece of equipment listed.

Portable Audio System Price Quote:

1. Amount for Bose L1 Compact System _____

Alternate Audio Project Proposal - Wired Dais Microphones Price Quote:

1. Amount of net price reduction _____
2. Supporting Documentation:
 - A. Attach a list of all equipment to be eliminated from the base bid and added as part of the alternate bid. The list for added items should include the product name, manufacturer, model number, number of items, and warranty.
 - B. Attach a product specifications sheet(s) for each piece of additional equipment listed.

Ongoing Services: Attach a description of the services and term for any ongoing period of support following installation. The intent is to understand the installation warranty that is being provided should problems or challenges occur after initial installation. The description should also include the hourly rate for service calls occurring after the end of the installation warranty.

Authorization of Submission:

By dating and signing below you are stipulating that you 1) are an authorized business representative for your company and 2) have the authority to commit the company to the work and prices included herein.

Signature Date

Printed Name Title

AGREEMENT

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CITY") and _____ (hereinafter "CONTRACTOR"), whose principal place of business is _____

WITNESSETH

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of the CITY, it is necessary and advisable to obtain the services of the CONTRACTOR to provide _____;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, the CITY and the CONTRACTOR agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

A. The CONTRACTOR shall provide services to the CITY for _____ as described in The CONTRACTOR's proposal to the CITY dated _____, which is attached and incorporated herein as Attachment A.

B. The CONTRACTOR shall serve as the CITY's professional representative in matters to which this AGREEMENT applies. The CONTRACTOR is not guaranteed to be the CITY's sole representative in such matters, and the CITY is not restricted from engaging other professional service consultants to address such matters as the CITY shall determine is appropriate.

C. [Option 1] The CONTRACTOR may not employ the services of outside consultants and subcontractors to complete work under this AGREEMENT.

[Option 2] The CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by the CONTRACTOR to complete work under this AGREEMENT following approval by the CITY for each such type of use.

D. The CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to (if allowed for herein), the CONTRACTOR and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONTRACTOR as employer. The CITY understands that express AGREEMENTS may exist between the CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

Comment [ML1]: FILL IN EACH BLANK SPACE OR MAKE THE NECESSARY SELECTION OF OPTIONS AS IDENTIFIED IN EACH COMMENT.

AS EACH COMMENT IS ADDRESSED, DELETE THE COMMENT BOX. AT THE END OF THE PROCESS, YOU WILL BE LEFT WITH A BASIC, BOILER PLATE CONTRACT.

REMEMBER EVERY CONTRACT OR SERVICE CAN BE DIFFERENT AND REQUIRE EXTRA SECTIONS SPECIFIC TO THAT SERVICE. THEY CAN BE ADDED TO THE "MISCELLANEOUS PROVISIONS" OR AS A NEW ROMAN NUMERAL OR AS OTHERWISE APPROPRIATE.

Comment [ML2]: Use the full, complete legal name of the business.

Comment [ML3]: Insert the address of the business

Comment [ML4]: This phrase can be made more specific, such as "quarry monitoring service contractor."

Comment [ML5]: Insert a brief description of the service being provided.

Comment [ML6]: Add a brief description or title of the services

Comment [ML7]: Proposal? What term did the Contractor use on their document. The term "proposal" can be changed to reflect the term on the contractor's document.

Comment [ML8]: Make sure to label their proposal and attach.

If the services are fully described in this section and there is no separate proposal document, delete references to Attachment A throughout this document.

Comment [ML9]: Pick one option and delete the other.

II. FEES AND PAYMENTS

The CITY agrees to pay the CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of \$ _____] [a fixed fee of \$ _____], subject to the terms detailed below:

- A. The CONTRACTOR may bill the CITY and be paid for all work satisfactorily completed hereunder on a [monthly basis] [following submission of an invoice and appropriate supporting documentation, such as hours worked and type of work completed], to substantiate the invoice. The CITY agrees to pay the CONTRACTOR's invoice, if undisputed, within 30 days of invoice date for all approved [work].
- B. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services, [which is inclusive of all expenses,] [without written authorization from the CITY to perform work over and above that described in the original AGREEMENT].
- C. [In addition to the fees identified above, the CONTRACTOR may invoice and receive reimbursement for itemized charges for materials or other direct charges paid for by the CONTRACTOR. _____]
- D. [The cost of all services and reimbursable expenses, if any, to be provided under this agreement shall not exceed \$ _____, without amendment of this agreement. _____]
- E. Should the CITY find deficiencies in work performed or reported, it will notify the CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report, and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving the CITY's notice, which period may be extended by mutual agreement of the CONTRACTOR and the CITY's representative identified in Subsection IV A. below. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY.
- F. [Travel time to CITY locations is not chargeable time.] _____

Comment [ML10]: Pick a method or insert the alternate method being used.

Comment [ML11]: If there are different benchmarks or fixed-dates for payments, modify this section accordingly. For example, some contracts may not provide for partial or monthly payments.

Comment [ML12]: If you are looking for something specific with each invoice, include it here.

Comment [ML13]: Since we can withhold payment of disputed claims, the CONTRACTOR may require the following to be inserted here: "Alternatively, the CITY shall notify the CONTRACTOR of any dispute to an invoice, and the nature of the dispute, within thirty (30) days of receipt of the invoice."

Comment [ML14]: Is the proposal inclusive or exclusive of expenses? If inclusive, retain this phrase. If reimbursement of expenses is allowed delete this phrase and retain "C" below.

Comment [ML15]: Delete this section if the reimbursement for expenses are not allowed.

Comment [ML16]: If the fees are "at standard billing rates" or reimbursables apply, add this section. It is generally important and good risk management, that some total budget cap be set. If the project is "Not-to-exceed" or a fixed fee and there are no reimbursables then this section is not needed.

Comment [ML17]: If costs are hourly-based or reimbursables are allowed, address travel time. Generally, the City prefers not to pay travel time or, maybe, pay travel time just one way.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. This AGREEMENT may only be amended by written instrument signed by both the CITY and the CONTRACTOR.
- B. The CITY may, in writing, request changes in the Basic Services required to be performed by the CONTRACTOR and require specification of incremental or decremental costs or the basis for such incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, the CONTRACTOR shall submit a "Change Order Request Form" to the CITY for authorization, notice to proceed, and signature. The CITY may return such to the CONTRACTOR to finalize acceptance of the change order. Any claim by the CONTRACTOR for an adjustment hereunder

that applies the basis for any cost changes must be made to the CITY in writing, and with appropriate supporting documentation, no later than forty-five (45) days after receipt by the CONTRACTOR of approved change order from the CITY, unless a different deadline is provided for within the approved change order.

IV. ASSISTANCE AND CONTROL

- A. _____ (Name and Title) _____, acting on behalf of the CITY, will be responsible for communication within the CITY's organization as related to all issues originating under this AGREEMENT and will monitor, evaluate, and coordinate the work of the CONTRACTOR.
- B. The CITY will timely provide the CONTRACTOR with information in its possession related to the PROJECT as mutually deemed necessary and pertinent.
- C. The CONTRACTOR will appoint, subject to the approval by the CITY, _____ (Name and Title) _____ as the CONTRACTOR's Project Manager and may appoint other key providers of the Basic Services. Substitution of other staff may occur only with the consent of the CITY.

Comment [ML18]: This is the City staff member responsible for overseeing the work under contract.

Comment [ML19]: Negotiable, but we prefer to have some control over who the contractor uses on our premises.

Comment [ML20]: Some Contractors want to use a specific term for their person, such as "Account Manager." Adjust accordingly.

V. TERMINATION

- A. [This AGREEMENT may be terminated by the CITY, for its convenience, for any or no reason, upon written notice to the CONTRACTOR. This AGREEMENT may be terminated by the CONTRACTOR upon thirty (30) days written notice. Upon such termination by the CITY, the CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate the CONTRACTOR for all approved and performed work up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, the CONTRACTOR shall deliver to the CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that the CONTRACTOR may have accumulated. Such material is to be delivered to the CITY whether in completed form or in process.
- C. The rights and remedies of the CITY and the CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.
- D. Failure to maintain the designated staff (as identified herein and in the CONTRACTOR'S original proposal) or such similarly qualified staff as determined by the CITY may lead to termination of the agreement, as determined by the CITY.

Comment [ML21]: If the CONTRACTOR demands more parity, these two sentences could be stated as "This AGREEMENT may be terminated by either party to this AGREEMENT upon thirty (30) days written notice."

Comment [ML22]: If specifics of staffing is not necessary, delete this section.

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

<p>A. General/Commercial Liability</p>	<p>\$1,000,000 per each occurrence \$2,000,000 per annual or general aggregate, and \$2,000,000 products/completed operations aggregate</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis.</p>
<p>B. Automobile Liability</p>	<p>\$1,000,000 combined single limit (together with excess or umbrella coverage with a combined minimum limit of \$5,000,000)</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis and shall receive a waiver of subrogation in favor of the Owner.</p>
<p>C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability</p>	<p>\$4,000,000 or in the event the general/commercial liability coverage limits exceed the minimum amount stipulated in "A" above, such lesser amount as is necessary to achieve a total of \$5,000,000 in coverage between the general/commercial liability and umbrella or excess liability coverage.</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis.</p>
<p>D. Worker's Compensation and Employers' Liability</p>	<p>CONTRACTOR shall maintain at levels as required by the State of Wisconsin,</p> <p>The coverage shall provide a waiver of worker's compensation subrogation and/or any rights of recovery allowed under any worker's compensation law, both in favor of the Owner.</p>
<p>E. Errors and Omissions (Professional Liability)</p>	<p>\$1,000,000 per claim \$2,000,000 annual aggregate</p>
<p>F. Builders Risk Insurance (Property Coverage)</p>	<p>Note: The CONTRACTOR shall recommend amount of coverage necessary to complete the project should a loss of any type occur. Used to cover property in transit, property stored on the project work</p>

Comment [ML23]: Negotiable, but contact Mark Lubberda for changes. THESE MAY BE REDUCED MORE EASILY IF "C" below MAINTAINS THE COMBINED TOTAL OF \$5,000,000.

Comment [ML24]: Large projects may require higher levels. Please contact Mark Lubberda

Comment [ML25]: Large projects may require higher levels. Please contact Mark Lubberda

Comment [ML26]: Retain "Automobile Liability" if applicable

Comment [ML27]: Add/Retain this section for professional services, such as but not limited to Architects, Engineers, and Design professionals, or whenever such services are part of a construction project.

Comment [ML28]: Add/Retain this section for construction Contractors where they will have a lot of equipment on site.

_____ sites, and property stored off the project work sites.

Comment [ML29]: Replace with a number after discussion with Contractor.

NOTE: _____

Comment [ML30]: In special construction circumstances, other coverages like Pollution Liability or Aircraft liability and Watercraft liability may. Otherwise delete "NOTE."

Upon the execution of this AGREEMENT, the CONTRACTOR shall supply the CITY with a suitable statement (Certificate of Liability Insurance) and any Additional Insured Policy Endorsements, in a form acceptable to the CITY, certifying said protection and defining the terms of the policy issued and naming the CITY as an additional insured for General/Commercial Liability and Automobile Liability and Umbrella or Excess Liability and Property Coverage. The CITY shall be listed as "The City of Franklin, including its employees and its elected or appointed officials."

Comment [ML31]: Delete if not applicable, per above.

All subcontractors shall be required to obtain commensurate coverages which shall be as broad as those noted above for CONTRACTOR. If subcontractor employees are not covered by workers compensation or by CONTRACTOR'S worker's compensation, the subcontractor shall provide employer's liability insurance for the protection of subcontractor's employees, which coverage limits shall at least be \$100,000 for bodily injury by accident/each accident; \$500,000 bodily injury by disease/policy limit; and \$100,000 bodily injury by disease/each employee.

Comment [ML32]: Delete sentence if subcontractors are prohibited as a term of the contract.

If said policies are thereafter canceled, permitted to expire, or changed, the CONTRACTOR shall immediately notify the CITY and shall immediately cease all work until such replacement policies meeting the requirements of this AGREEMENT and of the CITY are fully in place and in force and all required documentation and certificates are provided to the CITY.

The CITY'S acceptance of certificates or original insurance policies or both and the allowance to commence work does not release the CONTRACTOR, nor the CONTRACTOR'S subcontractors, from the required level of insurance and required level of security and protection provided the CITY by the insurance requirements set forth herein. In the event the CONTRACTOR fails to ensure the CONTRACTOR and all subcontractors are insured and continue to remain insured, the CONTRACTOR shall indemnify and hold the Owner and its officers and employees harmless against any claim or suit and against any costs, losses, and damages (including but not limited to reasonable fees and charges of attorneys or other professionals and reasonable court or arbitration or other dispute resolution costs). The entire obligation to ensure required coverage for all subcontractors shall remain with the CONTRACTOR; and the CITY, for any reason including but not limited to not being in possession of documentation or certificates of liability, shall not, in any way, have or share any obligation or responsibility to ensure CONTRACTOR and subcontractors have the required insurance coverage.

Comment [ML33]: Retain this sentence for larger or more significant contracts.

Acceptability of Insurers: Insurance shall be placed with insurers who are authorized as an admitted insurance company in the State of Wisconsin. Insurance shall be placed with insurers who have a Best's Insurance Reports rating of no less than A and a Financial Size Category of no less than Class VI.

Comment [ML34]: This section is trickier.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- 1) EVERY CONTRACT MUST RETAIN "A".
- 2) The City's first choice is to also retain "B." and "C" and then delete "D", "E", and "F". Start with offering that.
- 3) If "B" and "C" are unacceptable, "B" and "C" can be deleted AND replaced with "C", "D", and "E".
- 4) "F" is usually deleted.

A. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the CITY or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes §893.80, §895.52, and §345.05. To the extent that indemnification is available and enforceable, neither the CITY nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

NOTE: For smaller contracts the customer may seek limits to their liability (often limited to the value of the contract itself) in place of "D", "E", and "F". These may be negotiated in some instances, but any such language should be approved by Mark Luberda or the City Attorney.

- B. The CONTRACTOR warrants each of the following:
1. No document(s) used for the project requires the CITY or its insurer to indemnify and/or hold harmless any party to the contract for any reason.
 2. No document(s) used for the project requires the CITY or its insurer to waive subrogation for any liability, workers compensation or property policy.
 3. The documents used for the project shall not contain any wording limiting the financial responsibility of the CONTRACTOR.
- C. The CONTRACTOR shall well and truly save and indemnify and keep harmless the CITY against all liability, judgments, costs and expenses, which may in any way result from the carelessness or neglect of the said CONTRACTOR, or the agents, employees or workmen of said CONTRACTOR in any respect whatsoever.
- D. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY, the CITY'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CONTRACTOR or the CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of the CONTRACTOR'S services under this AGREEMENT.
- E. To the fullest extent permitted by law, the CITY shall indemnify and hold harmless the CONTRACTOR, the CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CITY or the CITY'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- F. To the fullest extent permitted by law, the CONTRACTOR'S total liability to the CITY and anyone claiming by, through, or under the CITY for any injuries, losses, damages and expenses caused in part by the negligence of the CONTRACTOR and in part by the negligence of the CITY or any other negligent entity or individual, shall not exceed the percentage share that the CONTRACTOR'S negligence bears to the total negligence of the CITY, the CONTRACTOR, and all other negligent entities and individuals.
- G. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, the CITY shall indemnify and hold harmless the CONTRACTOR and the CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate the CITY to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

Comment [ML35]: Delete entire section "F" if a potential "Hazardous Environmental Condition" is not a consideration.

VIII. TIME FOR COMPLETION

The CONTRACTOR shall commence work promptly and diligently upon execution of this AGREEMENT.

Comment [ML36]: Select one of the first two following sentences and delete the other. OR, describe any special circumstances as to when they start and how long they have to complete the project.

The CONTRACTOR shall commence work within _____ days following receipt of a Notice to Proceed from the CITY.

The CONTRACTOR shall complete the work [ADD TEXT]

Comment [ML37]: If a timeline is involved complete the section with a description of how long or until when they have to do the work. If there is no deadline, the sentence can be removed

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

Comment [ML38]: Arbitration language is a possibility if requested, but not Jesse's favorite. Consult with Jesse if altering this section.

X. RECORDS RETENTION

Unless other required herein, the CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to the CITY for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism: The CONTRACTOR stipulates that the same degree of care, skill, and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law: Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by the CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest: The CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. The CONTRACTOR warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CITY review and written approval is required for the CONTRACTOR to continue to perform work under this AGREEMENT. Additionally, the CONTRACTOR shall not take an action or

provide to an individual any item that confers a personal benefit upon an employee or officer of the CITY.

D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party. Such limitation, however, shall not prohibit any individual from applying for or being awarded a position advertised as part of the CITY's Civil Service System, as provided for by Wisconsin Statutes and incorporated into the Municipal Code of the City of Franklin.

Comment [ML39]: Generally the City prefers to simply exclude this section; however, some contractors want such a section. This section as a whole is, therefore, negotiable if requested. If so, the last sentence providing the Civil Service limitation MUST be retained and is not negotiable.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

Stephen R. Olson, Mayor Dated

Sandra L. Wesolowski, City Clerk Dated

Paul Rotzenberg, Director of Finance Dated
And Treasurer

APPROVED AS TO FORM:

Jesse A. Wesolowski, City Attorney Dated
And Treasurer

BY: _____ Dated

PRINT NAME: _____

TITLE: _____

BY: _____ Dated

PRINT NAME: _____

TITLE: _____

BY: _____ Dated

PRINT NAME: _____

TITLE: _____

Comment [ML40]: Use the full and Complete Business Name.

The Company should have the contract signed by three officers of the Company.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/18/2019
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REPORTS & RECOMMENDATIONS	Capital Outlay Fund Expenditures coming from the "Planned Spending Pending Additional Consideration" Appropriation	ITEM NUMBER <i>M. 22.</i>
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The 2019 Capital Outlay budget has a \$100,000 appropriation labeled "Planned Spending Pending Additional Consideration." The budget document indicated the following "\$100,000 is planned for expenditure but the items will be subject to a future determination and to receipt of anticipated receipt of sufficient landfill siting revenues to the fund". In addition to this planned expenditure, an additional \$50,000 of contingency was set aside for unscheduled and unrestricted purposes, as is done in most years.

To this point, the Common Council has only authorized the purchase of Police Department and Planning Department computers in the amount of \$15,810 to come from the \$100,000 appropriation. The Common Council has not yet authorized anything to come from the regular or annual contingency appropriation of \$50,000.

The intent of the \$100,000 was to have a strategy to help address needs that exceeded our available funding. The thinking was to wait until the mid-point of the year to see what items actually broke or what priorities became critical. The goal was to then use this to resolve some issues prior to departments preparing their 2020 capital outlay requests.

The following requests are made at this time for immediate consideration.

\$500 to replace the TV in the Community Room which no longer functions.

\$5,305 Common Council Sound System (elsewhere on this agenda).

\$24,500 (not-to-exceed) for Engineering Department GPS Unit. The existing machine is now having significant difficulties and is expected to cease working soon or at any point. This survey-grade GPS is vital to our daily work. Some examples including:

- Locating newly constructed infrastructure-currently at Rawson Homes
- Staking out proposed infrastructure for contractors and DPW-currently for Rawson Homes and driveway culvert inverts and locations
- Topo shots for ditches, culvert pipes, trees, wetland flags, etc.
- Locating easements and property corners-most recently for the roundabout.

This is 11-year old equipment, and it cannot be repaired. Rental quotes are as follows: \$200/day, \$600/week, and \$1,800/month.

The budget identified the \$100,000 planned but unspecified expense as reliant upon receipt of Landfill siting fees. The Finance Director just received the most recent monthly report and indicates that the revenue is meeting expectations and is growing monthly.

As such, staff respectfully requests authorization for the capital outlay fund purchase approvals identified above and in the motion below to come from the "Planned Spending Pending Additional Consideration." At the next Common Council meeting, staff will prepare and provide 1) an analysis of the Landfill siting fees

revenues and 2) a request, after consultation with Department Heads, for how to allocate the remaining \$53,885 of such planned appropriations.

COUNCIL ACTION REQUESTED

Motion to authorize Capital Outlay Fund expenditures of not-to-exceed \$500 to replace the TV in the Community Room, \$5,305 to increase the budget for the Common Council Sound System, and not-to-exceed \$24,500 for a new GPS unit for Engineering, with such appropriations coming from the "Planned Spending Pending Additional Consideration" appropriation.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/18/2019
REPORTS & RECOMMENDATIONS	Annual Market Adjustment and Market Adjustment to Wage & Salary Rates for Non-Represented Employees	ITEM NUMBER <i>M.23,</i>

Please see the attached memo from the Director of Administration relative to information about and a recommendation related to a proposed Annual Market Adjustment and Market Adjustment to Wage and Salary Rates for non-represented employees, as is reviewed each year at this time.

This item is being considered by the Personnel Committee at their June 17, 2019 meeting. The Director of Administration will apprise the Council at their meeting of June 18th on the action taken by the Personnel Committee on this item.

COUNCIL ACTION REQUESTED

Motion to approve a 2019 Annual Market Adjustment to the Pay Ranges of the Compensation Plan and a Market Adjustment to Wage and Salary Rates for non-represented employees of 1.55%, effective with the start of the pay period with a pay date of July 19, 2019 and applying to those non-represented individuals not having already received said increase in conjunction with joining WRS.



MEMORANDUM

Date: June 14, 2019

To: Personnel Committee

From: Mark W. Luberda
Director of Administration

RE: Annual Market Adjustment and Market Adjustment to Wage and Salary Rates for Non-Represented Employees and Merit Performance Increases

The purpose of this memo is to provide information relative to and a recommendation related to a proposed Annual Market Adjustment and Market Adjustment to Wage and Salary Rates for non-represented employees.

As a refresher course, Franklin's Classification and Compensation Plan identified the following three potential annual adjustments to employee wage rates:

1. Market Adjustment to Wage and Salary Rates: The Annual Market Adjustment creates a change to the overall pay plan structure. Individual wage rates then need to be adjusted at a rate equal to the Annual Market Adjustment in order to allow each employee to maintain their position in the market. This action does not advance them within their range.
2. Progress-to-Market-Rate Adjustments: Identifies the portion of a merit increase that an employee is eligible for annually, unless otherwise directed by the Common Council, based upon where they are in their applicable Salary Range.
[Note: This is conceptually similar to a step increase in some plans. Franklin's are graduated, as follows, depending upon where you are in the range:
30% or lower through the range = 2.25%,
Below the Midpoint of the range but greater than 30% = 1.5%, and
Below the Market Rate (65% through the range) but greater than the midpoint = .75%]
3. Merit Performance Increases: Prior to implementation of an improved performance evaluation system, the remaining pool of funding for wage adjustments would be allocated on an across-the-board basis to all employees who receive at least a "Satisfactory" in the current system. After implementation of an improved performance evaluation system, the remaining pool of funding would be allocated based upon the performance evaluation results, with those individuals performing better receiving larger increases.

Following is some information relative to 2016 through 2019 non-represented wage increases for the comparable communities in the Classification and Compensation study.

Comparable Community Wage Adjustments

Municipality	2016 % lift	2017 % lift	2018 % lift	2019 % lift	4- Year Combined	2019 Comment
Mt. Pleasant	2.00%	2.00%	3.02%	3.02%	10.42%	Split: 1.5% in both Jan/Jul
Fond du Lac	3.00%	2.00%	2.00%	2.00%	9.30%	Retained step increases
North Shore Fire	2.25%	2.01%	2.01%	2.65%	9.22%	
Caledonia	2.00% **	2.00%	2.00%	2.25%	8.51%	
Menomonee Falls	2.00%	2.00%	2.00%	2.00%	8.24%	
Fitchburg	2.00%	2.00%	2.00%	2.00%	8.24%	Retain steps as merit up to 3% on anniversary date.
Greenfield	2.00%	2.00%	2.00%	2.00%	8.24%	
New Berlin	1.00%	1.50%	2.30%	3.00%	8.02%	
Mequon	1.75%	1.50%	1.75%	2.00%	7.19%	Started pay for performance. Up to 1% above listed COLA.
West Bend	1.00%	2.00%	2.00%	2.00%	7.18%	
Brookfield	1.25%	1.25%	2.00%	2.50%	7.18%	Retain steps for non-managers (1.5%) and merit for managers (up to 3%)
Sun Prairie	1.50%	1.50%	1.50%	1.50%	6.14%	Retained step increases of 2-4%
Muskego	0.00%	1.00%	2.50%	2.50%	6.11%	All as uniform merit with no adjustment to ranges
Oak Creek	1.25%	0.70%	1.50%	2.25%	5.82%	
Wauwatosa	1.00%	1.00%	1.40%	2.00%	5.51%	Retained step increases
Mean Average	1.60%	1.63%	2.00%	2.24%	7.69%	
Median Average	1.75%	2.00%	2.00%	2.00%	8.02%	
Franklin	2.00%	1.50%	2.00%	1.55%	7.24%	

Increase is start of year unless noted.

**A 2% increase for Caledonia is used for 2016 so that they can still be considered in long term growth. In reality that was the year of the adoption of a new pay plan.

The budget anticipated a 1.55% increase for non-represented employees. Initially scheduled for July, as in recent years, the Common Council added appropriations to the budget so that those employees newly joining WRS in 2019 would not feel an immediate reduction in pay in January with the increase WRS employee match. Those employees will not receive an additional Market Adjustment to wage and salary rates having already received it in January.

Compared solely to 2019, the 1.55% is second to last overall. Over the four year period, however, the total increase of 7.24% places Franklin squarely in the middle with 7 communities lower and 8 higher. 7 of the employers are within 1% of Franklin's increase over the period with 4 above the 1% and 4 below

the 1% gap. If attempting to keep pace with the comparable communities, however, one should note that through last year Franklin remained slightly above the mean and median averages but has fallen behind this both this year.

2019 is an unusual year given that the City elected to join WRS, and the added 1.55% employer cost to pension for this large group of employees restrained the overall funding available for wage increases. Nonetheless, the 1.55% increase is sufficient to maintain a middle position compared to the other communities. At the same time, one could argue Franklin is now correlating more closely to those in the bottom half than the top half, meaning as the full range expands Franklin is more closely “the top of the bottom half” than “the bottom of the top half.”

Based on the above and acknowledging that the City made substantial progress by joining WRS this year, it is recommended that the Annual Market Adjustment to wage and salary table and the Market Adjustment to Wage and Salary Rates be implemented with a 1.55% increase, except for those already having received the increase, at the start of the pay period with a pay date of July 19, 2019, which is the first payroll occurring entirely on or after July 1st.

A copy of the 2018 pay plan wage and salary schedule is attached for your convenience. It is this table that would be adjusted by the 1.55%.

It is important to note that the resolution adopting the current pay plan stipulates that “If the Director of Administration determines wage compression exists between any supervisory and subordinate positions as a result of differences between the change over time in non-represented and represented (union) wage increases, the Director shall bring such issue to the Personnel Committee for review and consideration.” Contracts for both union units have not yet been settled, so this issue will not be addressed at this time.

It is also worth noting that many of the comparable communities have a step and grade system that works effectively like Franklin’s Progress-to-Market-Rate adjustments. All of those communities continued to implement their step increases for 2019. Franklin’s 2019 Adopted Budget funded the Progress-to-Market-Rate adjustments and, therefore, as set forth within the adopted policy for the pay plan, individual Progress-to-Market-Rate Adjustments will be applied for those individuals qualifying based upon being below the market rate for their respective positions, unless otherwise directed by Council. These would be implemented on the same date as the Market Adjustment to Wage and Salary Rates.

Lastly, as set forth within the adopted policy for the pay plan, all wage increases are subject to the employee receiving a performance review grade of at least “Standard” or better.

PROPOSED MOTION: Move to recommend a 2019 Annual Market Adjustment to the Pay Ranges of the Compensation Plan and a Market Adjustment to Wage and Salary Rates for non-represented employees of 1.55%, effective with the start of the pay period with a pay date of July 19, 2019 and applying to those non-represented individuals not having already received said increase in conjunction with joining WRS.

MERIT PAY

A discussion on merit pay is warranted. The pay plan has been adopted to rely on Merit pay as an important component of pay, particularly for those individuals who reach the point about two-thirds through their pay range. For those individuals the pay plan has generally moved in lock step with their own increases. That means that if the new compensation plan placed an individual in 2015 at 70 percent of the way through their pay range, they are likely in that exact spot today. They are making no progress within the range. Not appropriating money specifically for the Merit Performance Increases is arguably having the effect of shortening our pay ranges because one cannot make progress to the top. The result over time will be a cluster of people at the market rate (65th percentile), and the best employees could be lost to communities using their full range.

The Director of Administration would like to start a conversation on the importance of finding resources to start any sort of funding of Merit Performance Increases. Absent steps to do so, it is possible that the pay plan should be re-conceptualized from a having a merit-based top third to extending the Progress-to-Market-Rate approach across the range. For example, the current last Progress-to-Market-Rate increase provides a .75% increase, maybe above the 65th percentile range a .5% increase could be applied, even if it is only for those meeting a higher performance standard than “satisfactory.”

Mequon, for example, just implemented their added merit component. As I understand it, employees were evaluated which resulted in a composite score on a 1 to 5 scale. Employees with a 1 or less were put on probation. Employees with more than 1 and less than 2 were given 6 months to improve and then got part of the cost-of-living (COLA) increase. Employees with more than 2 but less than 3 (Satisfactory) received just the COLA. Employees above 3 received a .05% increase for each tenth of a point, such that a perfect 5 got an added 1% on top of the COLA. I am not promoting this specific strategy, simply using it as a recent example by a peer community.

Many of the peer communities, however, simply retain the step system throughout their ranges. The bottom line is that for the City’s merit range – the top 35 percent of each pay range – should be used as intended or re-conceptualized.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 06/18/19
REPORTS AND RECOMMENDATIONS	Resolution Approving the Wisconsin Department of Natural Resources NR-208 Compliance Maintenance Report for 2018	ITEM NUMBER B.24.

Each year the City is required to file a Compliance Maintenance Annual Report with the Wisconsin Department of Natural Resources. Wisconsin Administrative Code Chapter NR 208 is more commonly known as the Compliance Maintenance Annual Report (CMAR) Rule for publicly and privately owned domestic wastewater treatment works. The CMAR is a self-evaluation tool that promotes the owner's awareness and responsibility for wastewater collection and treatment needs, measures the performance of a wastewater treatment works during a calendar year, and assesses the level of compliance with permit requirements. Attached is the 2018 Annual Report.

It is important to meet the stipulation from the DNR that this report be filed electronically on or before July 18, 2019. The report requires approval by the governing body and such resolution is attached.

COUNCIL ACTION REQUESTED

Motion to adopt a Resolution Approving the Wisconsin Department of Natural Resources NR-208 Compliance Maintenance Report for Year 2018.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2019-

A RESOLUTION APPROVING THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES NR-208 COMPLIANCE MAINTENANCE REPORT FOR YEAR 2018

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for its wastewater collection system under Wisconsin Administrative Code NR 208; and

WHEREAS, it is necessary to acknowledge that the governing body has reviewed the Compliance Maintenance Annual Report (CMAR); and

WHEREAS, it is necessary to provide recommendations or an action response plan for all individual CMAR section grades (of "C" or less) and/or an overall grade point average (<3.00).

BE IT THEREFORE RESOLVED by the Common Council of City of Franklin that the following recommendations or actions will be taken to address or correct problems/deficiencies of the wastewater treatment or collection system as identified in the Compliance Maintenance Annual Report (CMAR):

- (1) Continue to identify inflow and infiltration (I & I) to the City's sanitary sewer system and take action to eliminate all I & I detected.
- (2) Continue the City record of having no bypasses or overflow.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this 18th day of June, 2019 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 18th day of June, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES NOES ABSENT

Compliance Maintenance Annual Report

Franklin City

Last Updated: Reporting For:
6/6/2019 **2018**

Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 300px;" type="text" value="Paul Rotzenberg"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="414-427-7514"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 300px;" type="text" value="PRotzenberg@Franklinwi.gov"/></p>													
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p>● Yes (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ No (40 points)</p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: <input style="width: 100px;" type="text" value="2018"/></p> <p>● 0-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p>● Yes (0 points)</p> <p>○ No (40 points)</p>	0												
<p>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</p>													
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: <input style="width: 100px;" type="text" value="2018"/></p> <p>● 1-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A</p> <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>													
<p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 5%; text-align: center;">\$</td> <td style="width: 35%; text-align: right;"><input style="width: 100%;" type="text" value="178,591.00"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: center;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="0.00"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td style="text-align: center;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="178,591.00"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: center;">+</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="47,437.00"/></td> </tr> </table>	3.2.1 Ending Balance Reported on Last Year's CMAR	\$	<input style="width: 100%;" type="text" value="178,591.00"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input style="width: 100%;" type="text" value="0.00"/>	3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 100%;" type="text" value="178,591.00"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	<input style="width: 100%;" type="text" value="47,437.00"/>	
3.2.1 Ending Balance Reported on Last Year's CMAR	\$	<input style="width: 100%;" type="text" value="178,591.00"/>											
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input style="width: 100%;" type="text" value="0.00"/>											
3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 100%;" type="text" value="178,591.00"/>											
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	<input style="width: 100%;" type="text" value="47,437.00"/>											

Compliance Maintenance Annual Report

Franklin City

Last Updated: Reporting For:
6/6/2019 **2018**

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) -

\$ 458,594.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ -232,566.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Purchase of a new "Vactor" sewer cleaning & Hydro excavator truck. \$400,700

3.3 What amount should be in your Replacement Fund?

\$ 0.00

0

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	We will be inspecting and improving force mains when needed, Lift station improvements and or replacement, Maintaining existing system. MH hole rehabilitation. Continuing working on II improvements.	175000	2017
2	relay of the 60th street force main to gravity line. Removal of the IP lift station.	3,100.000	2021
3	We will be inspecting and improving force mains when needed, Lift station improvements and or replacement, Maintaining existing system. MH hole rehabilitation. Continuing working on II improvements.	175000	2018
4	upgrading pumping equipment & piping @ St. Martins's lift station and continuation of Man Hole rehabilitation & improving force mains when needed.	30,000	2019

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	12,402	371
February	14,780	280
March	13,327	236
April	18,605	140
May	23,053	10
June	15,728	8
July	10,186	23
August	11,387	66
September	14,324	4
October	14,589	40
November	17,609	217
December	19,259	301
Total	185,249	1,696
Average	15,437	141

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

- No
- Yes

Year:

By Whom:

Describe and Comment:

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6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

upgrading to more efficient equipment i.e. pumps, motors etc. when repair or replacement is needed. General building / structure upkeep / energy saving lighting & fixtures.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

Yes

No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

Yes

No (30 points)

N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Did you accomplish them?

Yes

No

If No, explain:

Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

Organizational structure and positions (eg. organizational chart and position descriptions)

Internal and external lines of communication responsibilities

Person(s) responsible for reporting overflow events to the department and the public

Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY)

Does your sewer use ordinance or other legally binding document address the following:

Private property inflow and infiltration

New sewer and building sewer design, construction, installation, testing and inspection

Rehabilitated sewer and lift station installation, testing and inspection

Sewage flows satellite system and large private users are monitored and controlled, as necessary

Fat, oil and grease control

Enforcement procedures for sewer use non-compliance

Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

Equipment and replacement part inventories

Up-to-date sewer system map

A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation

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- A description of routine operation and maintenance activities (see question 2 below)
- Capacity assessment program
- Basement back assessment and correction
- Regular O&M training

Design and Performance Provisions [NR 210.23 (4) (e)]

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- Construction, Inspection, and Testing
- Others:

Overflow Emergency Response Plan [NR 210.23 (4) (f)]

Does your emergency response capability include:

- Responsible personnel communication procedures
- Response order, timing and clean-up
- Public notification protocols
- Training
- Emergency operation protocols and implementation procedures

Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]

Special Studies Last Year (check only those that apply):

- Infiltration/Inflow (I/I) Analysis
- Sewer System Evaluation Survey (SSES)
- Sewer Evaluation and Capacity Management Plan (SECAP)
- Lift Station Evaluation Report
- Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input style="width: 50px;" type="text" value="21"/>	% of system/year
Root removal	<input style="width: 50px;" type="text" value="1"/>	% of system/year
Flow monitoring	<input style="width: 50px;" type="text" value="2"/>	% of system/year
Smoke testing	<input style="width: 50px;" type="text" value="1"/>	% of system/year
Sewer line televising	<input style="width: 50px;" type="text" value="23"/>	% of system/year
Manhole inspections	<input style="width: 50px;" type="text" value="22"/>	% of system/year
Lift station O&M	<input style="width: 50px;" type="text" value="75"/>	# per L.S./year
Manhole rehabilitation	<input style="width: 50px;" type="text" value="7"/>	% of manholes rehabbed
Mainline rehabilitation	<input style="width: 50px;" type="text" value="1"/>	% of sewer lines rehabbed
Private sewer inspections	<input style="width: 50px;" type="text" value="0"/>	% of system/year
Private sewer I/I removal	<input style="width: 50px;" type="text" value="0"/>	% of private services

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River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="45.08"/>	Total actual amount of precipitation last year in inches
<input type="text" value="34.49"/>	Annual average precipitation (for your location)
<input type="text" value="190"/>	Miles of sanitary sewer
<input type="text" value="4"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="0"/>	Number of sewer pipe failures
<input type="text" value="0"/>	Number of basement backup occurrences
<input type="text" value="24"/>	Number of complaints
<input type="text" value="0.584"/>	Average daily flow in MGD (if available)
<input type="text" value="26634"/>	Peak monthly flow in MGD (if available)
<input type="text" value="0.175"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.00"/>	Basement backups (number/sewer mile)
<input type="text" value="0.13"/>	Complaints (number/sewer mile)
<input type="text" value="45606.2"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="0.3"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume (MG)
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes
- No

If Yes, please describe:

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<p>5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:</p> <p>repairing manhole leakage when found.</p> <p>5.4 What is being done to address infiltration/inflow in your collection system?</p> <p>rehabbing of manholes, laterals & pipe lining</p>

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of Franklin

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of Franklin

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/18/19
Bills	Vouchers and Payroll Approval	ITEM NUMBER H.

Attached are vouchers dated June 4, 2019 through June 14, 2019 Nos. 173927 through Nos. 174112 in the amount of \$ 1,723,496.97. Included in this listing are EFT's Nos. 4041 through Nos. 4048, Library vouchers totaling \$ 6,646.23, Tourism vouchers totaling \$ 24,574.05, Water Utility vouchers totaling \$ 191,680.18 and Property Tax Refunds totaling \$ 13,522.77. Voided checks in the amount of \$ (1,506.03) are separately listed.

Vouchers approved at the Council meeting dated June 4, 2019 that are included in this distribution.

Dorner Inc	\$182,509.15
Knight Barry	\$660,725.00
Worthington Direct	\$10,016.42
TOTAL	\$670,924.079

Early release disbursements dated June 4, 2019 through June 13, 2019 in the amount of \$ 1,221,677.66 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated June 7, 2019 is \$ 373,717.07 previously estimated at \$ 385,000.00. Payroll deductions dated June 7, 2019 are \$ 201,683.00 previously estimated at \$ 216,000.00.

The estimated payroll for June 21, 2019 is \$ 387,000.00 with estimated deductions and matching payments of \$ 399,000.00.

Attached is a list of property tax settlements EFT's Nos. 269 through Nos. 272 dated June 4, 2019 through June 14, 2019 in the amount of \$ 1,604,541.09. An additional \$ 3,268,879.88 was transferred from the tax investment account directly to other taxing authorities. These payments have been released as authorized under Resolution 2013-6920.

Authorization to release deposit to escrow account to winning bidder of the Pleasant View Park Pavilion, if so awarded.

Listed below are appropriations for the 2019 Franklin Civic Celebration event as authorized on October 16, 2018. Estimations below may requirement payment prior to the next Common Council meeting.

Entertainment	\$ 33,000
Fireworks	\$ 27,500
Rentals	\$ 21,500
Parade	\$ 11,000
Ice Cream	\$ 1,000
Printing	\$ 600
Supplies	\$ 2,400
Misc	\$ 4,500
TOTAL	\$101,500

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of June 14, 2019 in the amount of \$ 1,723,496.97 and
- Payroll dated June 7, 2019 in the amount of \$ 373,717.07 and payments of the various payroll deductions in the amount of \$ 201,683.00 plus City matching payments and
- Estimated payroll dated June 21, 2019 in the amount of \$ 387,000.00 and payments of the various payroll deductions in the amount of \$ 399,000.00, plus City matching payments and
- Property Tax settlements with an ending date of June 14, 2019 in the amount of \$ 1,604,541.09 and
- Authorization to release escrow amount (to be determined) to the winner bidder of the Pleasant View Park Pavilion and
- The release of 2019 Franklin Civic Celebration deposits and prepayments, not to exceed \$101,500.

ROLL CALL VOTE NEEDED

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 06/18/19
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER I

See attached listing from meeting of June 18, 2019.

COUNCIL ACTION REQUESTED



414-425-7500

**License Committee
Agenda*
Aldermen's Room
June 18, 2019 – 5:10 p.m.**

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Routine Field Fireworks Time Extension Request 5:15 p.m.	Ballpark Commons-Routine Field – Fireworks Person in Charge: Scot Johnson Location: 7035 S Ballpark Dr Dates of Event: 06/24, 06/27, 07/12, 08/09 and 08/23; 10:05pm-11:00pm 07/27 and 08/31 9:05 pm-11:00pm			
Mobile Home 2019-2020 5:20 p.m.	Franklin Mobile, LLC DBA Franklin Mobile Estates 6361 S 27 th St David Steinberger, Manager			
Extraordinary Entertainment & Special Event 5:25 p.m.	Main Talent Entertainment –The Midwest Original Music Festival (M.O.M. Fest) Person in Charge: Brian Krasowski Location: Croatian Park, 9100 S. 76 th St Date/Time of Event: Friday 8/16 & Saturday 8/17 - 11 am to 11 pm; Sunday 8/18 – 11 am to 10 pm			
Operator 2019-2020 New 5:30 p.m.	Vang, Pang 3709 W Galena St Milwaukee, WI 53208 Tuckaway Country Club			
Operator 2019-2020 Renewal 5:35 p.m.	Ariens, Robin L 5808 Dendron Lane Greendale, WI 53129 Michaelangelo's Pizza			
Operator 2019-2020 Renewal 5:40 p.m.	Balistreri, Jamie M 7712 Dunkelow Rd Franksville, WI 53126 Hideaway Pub & Eatery			
Temporary Class B Beer	Franklin Noon Lions Club Person in Charge: James Luckey Location: St Martins Fair Dates of Event: 9/1/2019 to 9/2/2019			
Entertainment & Amusement 2019-2020	Federation of Croatian Societies, Inc Db a Croatian Park 9100 S 76 th St Josip Veber, Agent			
Temporary Entertainment & Amusement	Just Fun Game -Croatian Fest Person in Charge: Jeanne M. Aiona Location: Croatian Park, 9100 S. 76 th St Date of Event: 7/20/2019			

Temporary Entertainment & Amusement	Laser Tag Pro, Inc dba Battle Company – Fourth of July Festivities Person in Charge: Bryan West Location: 9229 W Loomis Rd Dates of Event: 7/3/2019 thru 7/6/2019			
Operator 2018-2019 New	Fitzgerald, Dallas J 3137 S Delaware Ave Milwaukee, WI 53207 Milwaukee Burger Company			
Operator 2019-2020 Renewal	Fitzgerald, Dallas J 3137 S Delaware Ave Milwaukee, WI 53207 Milwaukee Burger Company			
Operator 2019-2020 New	Blank, Rena C 7126 W Brunn Dr Franklin, WI 53132 7-Eleven			
Operator 2019-2020 New	Edmunds, Eric E 11221 Synergy Dr #564 Wauwatosa, WI 53222 Sam's Club #8167			
Operator 2019-2020 New	Ewend, Robert G. JR 5802 S Honey Creek Dr Milwaukee, WI 53221 Iron Mike's			
Operator 2019-2020 New	Frey, Alayna R W149S8282 Harvest Ct Muskego, WI 53150 The Rock Sports Complex			
Operator 2019-2020 New	Gilbert, Shelby L 947 Perkins Ave Waukesha, WI 53186 Sam's Club #8167			
Operator 2019-2020 New	Gramoll, Christina J 3641 E Puetz Rd Oak Creek, WI 53154 Kwik Trip #287			
Operator 2019-2020 New	Kurkowski, Micah S 8020 S 68 th St Franklin, WI 53132 The Rock Sports Complex			
Operator 2019-2020 New	Marx, Madeline 8515 S 81 st St Franklin, WI 53132 Kwik Trip #287			
Operator 2019-2020 New	Mora, Josefina 435 W Aspen Dr Unit 19 Oak Creek, WI 53154 Walgreens #05884			
Operator 2019-2020 New	Okrzesik, Tyler K 6010 S New York Ave Cudahy, WI 53110 Milwaukee Burger Company			
Operator 2019-2020 New	Petfalski, David R W194 S8184 Highland Park Dr Muskego, WI 53150 The Rock Sports Complex			

Operator 2019-2020 New	Rodriquez, Daniel T 8014 W Hilltop Ln Franklin, WI 53132 Country Lanes			
Operator 2019-2020 New	Steffes, Mark R 5344 Sutton Place South Greenfield, WI 53221 Kwik Trip #287			
Operator 2019-2020 New	Wozney, Vanessa A 1204 E Connie Ln Oak Creek, WI 53154 Kwik Trip #287			
Operator 2019-2020 New	Zubarik, Sally A S88W22560 Willow Ct Big Bend, WI 53103 Sendik's Food Market			
Operator 2019-2020 Renewal	Ban, Karen M 3133 W Bridge St Greenfield, WI 53221 Kwik Trip #287			
Operator 2019-2020 Renewal	Bennett, Virginia M W140S9287 Boxhorn Dr Muskego, WI 53150 Kwik Trip #287			
Operator 2019-2020 Renewal	Blackburn, Alyssa 10586 W Cortez Circle #10 Franklin, WI 53132 Iron Mike's			
Operator 2019-2020 Renewal	Borreson, Colton B 9025 W Sura Ln # 112 Greenfield, WI 53228 Sam's Club #8167			
Operator 2019-2020 Renewal	Counter, Peggy S S98 W13259 Loomis Dr Muskego, WI 53150 Kwik Trip #287			
Operator 2019-2020 Renewal	Crass, Daniel P 8619 S 35 th St Franklin, WI 53132 Franklin Noon Lions/St Martins Fair			
Operator 2019-2020 Renewal	Dentice, Nadine E 4514 S Adams Ave Milwaukee, WI 53207 Hideaway Pub & Eatery			
Operator 2019-2020 Renewal	Farrell, Joshua J 7417 S 36 th St Franklin, WI 53132 Discount Cigarettes & Liquor			
Operator 2019-2020 Renewal	Fons, Dennis M 7930 W Puetz Rd Franklin, WI 53132 Franklin Noon Lions Club/St Martins Fair			
Operator 2019-2020 Renewal	Goehring, David F 8017 S 57 th St Franklin, WI 53132 St Martin of Tours Church			

Operator 2019-2020 Renewal	Gorski, Jamie L 3201 W Birchwood Ave Milwaukee, WI 53221 Swiss Street Pub & Grill			
Operator 2019-2020 Renewal	Gresl, Bianca J 10653 S 76 th St Franklin, WI 53132 Hideaway Pub & Eatery			
Operator 2019-2020 Renewal	Haase, Jody L 2431 W Carroll Ave Oak Creek, WI 53154 7-Eleven			
Operator 2019-2020 Renewal	Heishman, Rita A 8217 S Four Oaks Dr Franklin, WI 53132 7-Eleven			
Operator 2019-2020 Renewal	Heup, Joseph W 7606 W Norwood Ln Franklin, WI 53132 Kwik Trip #287			
Operator 2019-2020 Renewal	Martinez, Kim M 7800 W 7 Mile Rd Franksville, WI 53126 Kwik Trip #287			
Operator 2019-2020 Renewal	Megna, Anthony M 10321 W Church St Franklin, WI 53132 Franklin Civic Celebration/4 th of July			
Operator 2019-2020 Renewal	Mueller-Yarnell, Diane T 3574 S 84 th St Milwaukee, WI 53228 Pick 'n Save #6431			
Operator 2019-2020 Renewal	Ogorzelec, Christine M 23627 82 nd St Salem, WI 53168 7-Eleven			
Operator 2019-2020 Renewal	Ornelas, Lorene A 2955 W Drexel #412 Oak Creek, WI 53132 Iron Mike's			
Operator 2019-2020 Renewal	Pelzek, Alexandria P 5553 Root River Dr Greendale, WI 53129 Kwik Trip #287			
Operator 2019-2020 Renewal	Rogers, Laura J 6823 W Bennett Ave Milwaukee, WI 53219 Kwik Trip #287			
Operator 2019-2020 Renewal	Sajdowitz, Daniel L 3674 S 5 th Pl Milwaukee, WI 53207 Iron Mike's			
Operator 2019-2020 Renewal	Schilling, Scott A 3521 S Chase Ave Milwaukee, WI 53207 7-Eleven			

